

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**OCTOBER 18, 2016**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Mike Slothower, River of Life Friends Church

**C. PLEDGE OF ALLEGIANCE**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

**E. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilperson that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 4<sup>th</sup>, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held October 10, 2016.
4. Setting of General Services and Public Works Committees meetings for October 24, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of SS-4-16, Final Plat for Gina's Place; 321 W. Davidson Avenue  
**As Recommended by Engineering Project Manager**
6. Approval of a Beer and Wine License to Cosmic Cowboy, Steven Eller, LLC.; 412 W. Haycraft Avenue (New).

**Recommended by the City Clerk**

**7. Resolution No. 16-056**

- a. Approving the waiver of covered load regulations from November 1, 2016 through December 2, 2016 for the annual City Leaf Pick Up program.

**Recommended by the Street Superintendent**

- b. Approval of a Professional Services Agreement with BDPA, Inc. for a Classification and Compensation Study
- c. Amendments to Records Retention Manual

**As Recommended by the General Service Committee**

- d. Approval of the Third Supplemental Agreement with T-Mobile
- e. Agreement with J-U-B Engineers, Inc. for Professional Engineering Services for the 2016/2017 Wastewater Utility Capital Improvement Projects
- f. Study Professional Services Agreement with HDR Engineering for an Update to Wastewater Rate Study

**As Recommended by the Public Works Committee**

**F. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**G. ANNOUNCEMENTS**

**1. City Council**

**2. Mayor**

- a. **Student Rep Appointments:** Arts Commission: Sydney Morrison and Alternate Hannah Daniels; Ped/Bike Commission: Madison/Mackenzie Jansen Joint Representatives; Parks & Rec Commission: Maya Burgess and Alternate Lily Foster; Library Board: Cassidee Smidt and Alternate Isabel Bartosh; Childcare Commission: Natalie Goetz; CDA TV Committee: Caden Benzinger; Urban Forestry: Marie Michaelson.

**H. PUBLIC WORKS**

**1. Seltice Way Revitalization Project**

**Staff Report by: Tim Martin, Engineering and Street Superintendent**

**I. RECESS:** Joint Workshop with Ignite CDA on October 28, 2016 at 12:00 (noon) in the Library Community Room, 702 Front Avenue.

*This meeting is aired live on CDA TV Cable Channel 19*



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 18, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**

# CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM

October 4, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 4, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin ) Members of Council Present  
Amy Evans )  
Dan English )  
Woody McEvers )  
Kiki Miller )  
Loren Ron Edinger )

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the pledge of allegiance.

**AMENDMENTS TO THE AGENDA:** Motion by Edinger seconded by Miller to remove the item regarding the accessible non-motorized launch at 11<sup>th</sup> Street and refer it back to staff to discuss with the Parks and Recreation Commission.

**DISCUSSION:** Councilmember English expressed concern that the grant funding would be lost if the item were postponed. Councilmember Edinger noted that several citizens spoke at the General Services Committee meeting expressing concerns so he felt that turning it back to the Parks and Recreation Commission for further input should not jeopardize the funding. Mr. Greenwood noted that the completion date in the grant was set at June 30, 2017 so the project can be pushed to fall without a loss of the grant. Councilmember McEvers asked if the grant was attached to this specific location. Mr. Greenwood confirmed the grant is attached to the location, and any change would cause a change of scope to the grant. If there were additional costs associated with a change of scope that are above the grant amount, the City would need to make up the difference. Additionally, he felt that the grant committee really liked this location and this is the first project in the state to get this grant funding for a water trail. Councilmember Gookin felt it would be unfair to remove this item from the agenda, as he would like the community members present this evening to be able to give input and Council to have discussion that the Parks and Recreation may benefit from. He clarified that he would oppose the motion. Mayor Widmyer confirmed that this item would go back to the Parks and Recreation Committee for more public input and discussion.

**Motion Carried** with Gookin voting no.

**CONSENT CALENDAR: Motion** by McEvers, second by Evans to approve the consent calendar.

1. Approval of Council Minutes for the September 20, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meetings held September 26, 2016.
4. Setting of General Services and Public Works Committees meetings for October 10, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery lot transfer from Kaye Larson to Shirley Freeman, Lot 04, Block 81, Section B of Forest Cemetery.
6. **Resolution No. 16-051**- A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH ANDERSON BROS., CPA, P.A. FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2015-2016; AND APPROVAL OF BENEFIT PLAN CHANGES AND RENEWALS WITH GROUP HEALTH OPTIONS, REGENCE BLUE SHIELD OF IDAHO, BLUE CROSS OF IDAHO DENTAL, AND WILLAMETTE DENTAL.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye.  
**Motion Carried.**

**PUBLIC COMMENTS:**

St. Vincent De Paul:

Susan Snedaker, Coeur d'Alene, noted that she had reviewed a settlement agreement between the city and St. Vincent de Paul dated June 21, 2016. The city agreed to accept \$67,564.41 for payment in full of previously owed rent at 106 Homestead Avenue. The agreement included the termination of the lease agreement. She wondered which meeting the council held that included a public discussion and vote on this item. Councilmember Gookin noted that the item was presented in executive session and it was voted on at the following Council meeting.

11<sup>th</sup> Street Accessible Dock:

Jim Hail, Coeur d'Alene, said he was the President of the 11<sup>th</sup> Street Dock Owner's Association, and expressed appreciation for the item to be continued and discussed further. There are 113 members of the Association and they support the concept of an accessible dock. However, he is opposed to a commercial dock at East Tubbs Hill Park due mostly to safety concerns. He noted that throughout the planning process the association was waiting for an opportunity to share comments as neighbors to the project and feels that it is now on a fast track without them being given an opportunity for input. The association is concerned with a commercial dock and feels it would be difficult to regulate use. Additionally, they believe the proposal conflicts with the trails master plan that states water trails should be considered in areas with low motorized traffic. Mr. Hail asked the Council to not rush through a project and to determine the safest location for the commercial dock.

Councilmember English asked what led Mr. Hail to believe it was commercial. Mr. Hail noted that there was a comment made at the General Services Committee meeting that the docks would be accessible for commercial use. Additionally, one of the two letters of support submitted with the grant application came from a commercial business owner.

Anne Anderson, Coeur d'Alene, said she just learned about the boat launch and her biggest concern is that as an abutting property owner she was not contacted at the time the City applied for a grant. She explained that she has two slips at the marina, and that she has friends that are disabled, and would love an accessible launch. She just would like the City to contact the property owners for input.

Justin Druffle, Coeur d'Alene, said he was a member of the Dock Owner Association and has concerns regarding the proposed launch. He presented a drawing of the motorized boat traffic and the proposed route for non-motorized traffic and noted the possible hazards of crossed pathways. He expressed concern regarding safety. He encouraged the City to review the marina on a busy day.

Elizabeth Brinton, Coeur d'Alene, explained that she owns property near the proposed launch. She is in support of the idea, understands the need, and is happy the City received a grant. She has a side tie area at the Marina and needs the full 50' to maneuver her boat in and out. Ms. Britten has seen commercial activity at 10<sup>th</sup> Street by paddle boarders and scuba divers, and this proposed site is the narrowest area on the whole waterfront and feels it is too crowded of an area.

Dee Teren, Coeur d'Alene, noted that she has a side tie boat slip at the marina and when she brings her boat in the canal, it is already a narrow navigation point. She felt that putting the public into a marina creates a dangerous condition and that the city would be liable and should mitigate risk by finding another place for this dock. She noted the lease agreement between the 11<sup>th</sup> Street Marina and the city gave the littoral rights and shoreline to the marina, so the City should not be able to open it for public use.

Brenda Garcia, Coeur d'Alene, said that if you build it they will come and believes that the number of people that will use the launch will flood the parking lot and streets. She hopes that the City Council considers that impact.

Richard Felton, Coeur d'Alene, said he owns the 110' commercial side tie space and he opposes the water craft situation. He is concerned that when he brings in a 100'; 100-ton vessel he cannot stop suddenly and maneuver like other vessels. He requested the Council consider another location.

Linda Wolovich, Coeur d'Alene, expressed her desired improvements for the East Tubbs Hill Park to include a permanent restroom and picnic tables and thinks a sign on the old pump house would be recognition of the history of the area. She noted that she is a member of the Tubbs Hill Foundation and that the Board was not informed of this launch proposal. She asked the Council to leave this area as an undeveloped public space.

Paul Bielec, Coeur d'Alene, said that he agrees with the safety issues already presented and has to look for swimmers as he approaches the dock and adding paddle boarders and kayaks adds another hazard. Additionally, he noted that there are electrical hazards from the docks so there should be no swimming within the marina.

Stefanie Pettit, Coeur d'Alene, said that she does use ADA facilities, is happy to see accessibility items, but felt that this is the wrong location. They own a sailboat and it gets pushed around in the wind and has had encounters with paddle boarders and kayaks. She is concerned about additional traffic.

Terry Beckemeier, Coeur d'Alene, said he has a slip at the marina and just looked at the width of the canal and it is very narrow. He felt that if you get a 14' wide houseboat and two or three paddle boarders in that area it would be a dangerous conflict. Parking is already an issue and they have already had issues with vandalism. Mr. Beckemyer felt that the space is just too small a space.

Don Waddell, Coeur d'Alene, noted that he used to swim at Sanders and City beach; however, since he became wheelchair bound there is no place for him to swim. He wants to know where the city will be installing an accessible dock and swimming areas.

Traffic Concern:

Brian Donnell, Coeur d'Alene, said he lives on Ichabod Lane and has had concerns with traffic over the past few years. Vehicles use Ichabod Lane as a cut off to avoid Lunceford Lane and proceed at a high rate of speed. Saturday night he got someone to stop to get his or her license plate number and a vehicle struck him. He feels he gets confusing feedback from the Police Department. He requests the Council put more officers on duty to help with enforcement and traffic flow with racing on Ichabod from 4<sup>th</sup> to 7<sup>th</sup> Street.

**COUNCIL ANNOUNCEMENTS:**

Mayor Widmyer requested the appointments of Ali Shute to the Arts Commission; Susie Freligh, Barbi Harrison, Iris Ziegler, and Kim Torgerson to the Childcare Commission

**MOTION:** Motion by Evans, seconded by Edinger to approve the appointment of Ali Shute to the Arts Commission and Susie Freligh, Barbi Harrison, Iris Ziegler, and Kim Torgerson to the Childcare Commission. **Motion carried.**

Mayor Widmyer noted that it is Breast Cancer Awareness month and challenged the men to wear pink at the next Council Meeting to demonstrate support.

**RESOLUTION NO. 16-052**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING PURCHASE AND SERVICE CONTRACTS FOR PUBLIC ART WITH ROLF GOETZINGER FOR "PLAYLAND PIER" AT THE SHERMAN SQUARE PARK AND



WITH TODD & CAIN BENSON FOR “IT’S A CUTTHROAT WORLD” FOR THE CENTENNIAL TRAIL UNDERPASS.

**STAFF REPORT:** Deputy City Administrator Sam Taylor noted that the Arts Commission had conducted a call to artists on July 13, 2016 for two mural projects; one at Sherman Square Park, and the other at the underpass of I-90 at the confluence of the Centennial and Prairie trails. They received 36 proposals. The Arts Commission unanimously recommended the work “Playland Pier” by Rolf Goetzinger for the mural at the Sherman Park Square. The mural speaks to the history of the area with the former carnival at Independence Point. The Arts Commission also unanimously recommended the work “It’s A Cutthroat World’ by Todd & Cain Benson for the Centennial trail underpass mural. The mural is a vibrant wildlife scene and fits well with the trail system. The budget for Sherman Square Park is up to, but no more than, \$12,000. The Centennial Trail project is up to, but no more than, \$38,000. Funding for these projects comes from the City’s art allocation from Ignite CDA.

**DISCUSSION:** Councilmember Gookin congratulated the Arts Commission for selecting these pieces, and expressed concern about graffiti for the piece under the freeway. Mr. Taylor explained that they have found less graffiti occurs at these types of sites. Councilmember Miller thanked the volunteers that were involved in the process and would like them publicly acknowledged in any press releases.

**MOTION:** Motion by Edinger, seconded by Evans to approve the **Resolution No. 16-052**, approving Public Art Agreements with Rolf Goetzinger for “Playland Pier” at the Sherman Square Park and with Todd & Cain Benson for “It’s A Cutthroat World’ for the Centennial Trail Underpass.

**ROLL CALL:** McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye.  
**Motion Carried.**

### **RESOLUTION NO. 16-053**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PUBLIC TRANSIT LETTER OF AGREEMENT WITH KOOTENAI COUNTY.

**STAFF REPORT:** Finance Director Troy Tymesen explained that Kootenai County has requested a one-year funding agreement for the City of Coeur d’Alene’s portion of the public transportation system within Kootenai County. The City is being asked to fund \$43,983, which is the same amount as last year. The Citylink fixed route service provides three routes within the urbanized area and facilitated over 186,910 passenger trips last year. Citylink also provides fixed route and paratransit service in the rural southern part of the county. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door-to-door service for qualified disabled individuals. Service start-up was August of 2011.

**DISCUSSION:** Mayor Widmyer noted that the county will likely be requesting more funding in the future in order to stay included in the program and that it could potentially double the current amount.

**MOTION:** Motion by McEvers, seconded by Evans to approve the **Resolution No. 16-053**, approving an Agreement with Kootenai County for public Transit Funding.

**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye.  
**Motion Carried.**

#### **RESOLUTION NO. 16-054**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SHARED PARKING MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY.

**STAFF REPORT:** Mr. Greenwood explained that staff has met with the county Commissioners several times regarding the layout, design, and functionality of the proposed parking lot and presented a drawing. The proposed Memorandum of Understanding (MOU) outlines terms that are agreeable to the county. The county will give the City of Coeur d'Alene \$1,323,000 to build this parking lot, to be completed by November 30, 2017. At the time that the MOU is approved the County will give the City \$150,000 to begin the project and once a contractor has been selected, the remaining balance of the \$1,323,000 will be paid to the City. A separate lease agreement for parking stalls with the County would be forthcoming after approval of the project. All revenue generated from this lot will go to the City of Coeur d'Alene and all maintenance of this lot would be the responsibility of the City. Mr. Greenwood explained that if this MOU is approved there are some other opportunities for companion projects that were identified in the BLM Master Plan within this corridor. He reviewed the master plan that was submitted to BLM. Companion projects would include reuse of fill material, restroom facility, pickle ball, skateboard areas, and open space. If the City decides to build these companion projects at the same time as the parking lot, it will save money on mobilization cost. Therefore, in addition to approving the MOU, staff would like Council to direct staff to peruse funding sources, phasing for companion projects that were identified within the BLM/4 Corners Master Plan and a land exchange between the City and Ignite CDA.

**MOTION:** Motion by Miller, seconded by Edinger to approve the **Resolution No. 16-054**, approving a Memorandum of Agreement with Kootenai County for a joint parking lot.

**DISCUSSION:** Councilmember McEvers noted that this is the first time Council has seen this concept. Mr. Greenwood explained that staff has been working with the County to work out details prior to bringing it to Council. Councilmember Evans thinks it is a great partnership but is concerned that citizens that have previously given input get an opportunity to review the design. Mr. Greenwood explained that the design did not change the elements within the plan that were voted on, and that this is an opportunity to take advantage of a parking lot construction. Councilmember Evans noted that there has been a shift of amenities. Councilmember Gookin agreed that there has been a lot of public input previously and would like this design to have a

public input opportunity. Councilmember Gookin asked for clarification regarding entrance into the parking lot. Mr. Greenwood explained that there is a plan for a signalized intersection at Garden Avenue with an at-grade crossing for pedestrians and the Fort Ground Drive entrance will remain open. Councilmember Gookin asked if there would be a substantial reduction in the number of trees. Mr. Greenwood said that some trees would need to be thinned out to increase the health of the remaining trees. However, the buffer of trees between the trail and the street is beneficial so they will save as many as they can. Councilmember McEvers noted that the companion projects seem timely, such as the skateboard park and parking lots. Councilmember Miller asked for clarification regarding the request of Council to give staff direction for seeking funding and then a land exchange with Ignite CDA. Mr. Greenwood wanted Council consent before he perused funding and land exchange with Ignite CDA. He clarified that staff would work to prioritize the projects, which he felt would include a priority of the plaza and restroom area. He clarified that he would come back to Council with phasing, as money is available. Councilmember English recalled the skateboard park group working to get funding over 20 years ago and he would support funding the skate park work. Councilmember Miller expressed a desire for staff to pursue as many of the projects as possible concurrently in order to take advantage of the savings opportunities.

**ROLL CALL:** Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.  
**Motion carried.**

**MOTION:** Motion by McEvers, seconded by Miller to direct staff to peruse funding sources, phasing for companion projects that were identified within the BLM/4 Corners Master Plan and a land exchange between the City and Ignite CDA. **Motion Carried.**

#### **PROJECT UPDATE REGARDING THE CITY HALL ADA REMODEL PROJECT.**

**STAFF REPORT:** Municipal Services Director Renata McLeod noted that at the September 2, 2016 Council meeting Councilmember Gookin asked staff to bring this project back prior to bid. This update is intended to provide Council with a status report, a calendar of events, and clarity regarding add alternate items to the bid. She introduced Cory Trapp to provide the update. Mr. Trapp noted that the construction drawings should be completed and ready to submit for building permit by October 12, 2016. Thereafter bids would be advertised and submitted to the City by November 16, 2016. The hope is to have construction begin December 5, 2016 with a 180 day or less completion. He clarified the "add alternate" items and noted that it will give the project flexibility dependent upon the base bid amounts. He presented the ramp and stairway drawings proposed between City Hall and the Library and reiterated it was not included in the original budget. The ramp or stairs may be an additional \$40,000 to \$50,000 cost. He noted that the ramp concept would not be able to meet ADA, as it would be at a 16% slope. The concern would be an attractive nuisance for bikes and skateboards and would need to be signed to clarify that it is not an ADA Access. The staircase concept would tie into the concrete outside of the building department exit and this would avoid construction over the storm water drainpipe from the upper Library parking lot. He recommended the stairway concept. Mr. Trapp advised the Council to expect some change orders throughout the project.

**DISCUSSION:** Councilmember Gookin asked for clarification as to why the trail between City Hall and the Library could not be organic like the Tubbs Hill trail rather than asphalt. Mr. Trapp explained that it would still be too steep to meet ADA. Councilmember Edinger asked what the total cost of the project currently is. Mr. Trapp reiterated that it is a \$1.9 Million project. Councilmember English felt that the stairs make more sense than the ramp that could be mistaken for an accessible route. The Council gave direction to move forward with stairs, not the ramp.

**ORDINANCE NO. 3550  
COUNCIL BILL NO. 16-1022**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF GOVERNMENT LOTS 1, 5 AND 6, THE SPOKANE RIVER LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14 AND COEUR D'ALENE LAKE LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23 ALL WITHIN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**Pursuant to Council action September 20, 2016.**

**MOTION:** Motion by Edinger, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1022**.

**DISCUSSION:** Councilmember Miller asked if South Marina Drive from the highway to Cedars is a city road. Community Planning Director Hilary Anderson clarified it is a private road; however, as one enters into the development there is a public access easement to the City-owned parcel. Councilmember Miller asked who is responsible for maintaining the road. Ms. Anderson clarified that the Yacht Club is responsible as it is treated as a private road.

**ROLL CALL:** English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin No; Evans Aye.  
**Motion carried.**

**MOTION:** Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1022** by its having had one reading by title only.

**ROLL CALL:** English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.  
**Motion carried.**

**RESOLUTION NO. 16-055**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE MARINA YACHT CLUB, LLC, AN IDAHO CORPORATION WITH ITS MAILING ADDRESS AS P.O. BOX 6200, COEUR D'ALENE, ID 83816-6200.

**Pursuant to Council action September 20, 2016.**

**STAFF REPORT:** City Attorney Mike Gridley noted that feedback regarding the annexation agreement has been received by the city departments, input from Council, and the Yacht Club that are all included within the agreement. He noted that annexation fees paid by the owner total \$306,000 due at the time the agreement is recorded.

**DISCUSSION:** Councilmember McEvers questioned if public access or open space are deemed the same thing. Mr. Gridley confirmed they were.

**MOTION:** Motion by Edinger, seconded by McEvers to approve the **Resolution No. 16-055**, approving an Annexation Agreement with Marina Yacht Club, LLC for property located at 1000 S. Marina Drive.

**ROLL CALL:** Edinger Aye; Miller Aye; McEvers Aye; Gookin No; Evans Aye; English Aye.  
**Motion carried.**

**ADJOURNMENT:** Motion by Gookin, seconded by McEvers that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:47 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Renata McLeod, CMC, City Clerk

October 10, 2016  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Kiki Miller  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Melissa Tosi, Human Resources Director  
Renata McLeod, Municipal Services Director

**Item 1.           Acceptance of a Professional Services Agreement with BDPA, Inc. for a Classification and Compensation Study.**  
**(Resolution No. 16-056)**

Melissa Tosi is requesting Council approve a Professional Services Agreement (PSA) with BDPA, Inc. for a Classification and Compensation Study. Mrs. Tosi said that in 2001, BDPA, Inc. was selected by the city to complete a classification and compensation study. In 2002, the findings from that study were approved by the Council and implemented to adopt new updated job classifications and leveling of pay grades for positions. Since adopting the 2002 classification and compensation study, the City has continued to consult with BDPA, Inc. regarding numerous recommendations on creating new positions, amending positions, re-organizing departments, internal equity and general market comparisons that could affect the leveling of city positions with the goal of maintaining the internal and external pay structure over time. Pursuant to Idaho Code 67-2320, since BDPA, Inc. is associated with the prior PSA in 2001 and the continued consultation to maintain the system over time, a bid process for this agreement was not required. In addition, the City of Coeur d'Alene is a subscriber to the Northwest Data Exchange (NWDE), a clearinghouse of salary and benefit data from Idaho cities and counties and some contiguous states that is a separate service of BDPA, Inc. There are 38 current city and county participants, 31 of those cities and counties being in Idaho. By subscribing to the NWDE, the City saves approximately \$7,000 due to BDPA, Inc. already having access to much of the labor market information.

Mrs. Tosi provided a financial analysis stating the anticipated cost for the study is \$36,420 which will be billed in phases. The entire project will take an anticipated 7 months. All of the costs have been anticipated in the 2016-2017 approved financial plan.

Mrs. Tosi added that by completing this study, the City will have updated classification specifications that establishes a system of internal equity and describes the duties, knowledge, skills and abilities required for a class of jobs. Its's very important to make sure the class specifications accurately describe current primary functions and acceptable minimum qualifications since these class specifications are what we use for recruitments, evaluations, and provides justification on how people are paid. Additionally, an updated compensation plan will address the external competitiveness (or the wages other employers pay for similar work), which directly relates to the City of Coeur d'Alene's ability to attract and retain qualified employees. Combing an updated sound compensation system with an effective internal equity/job valuation process contributes to the overall effectiveness of an organization as well as the City's ability to attract and retain qualified employees and applicants.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-056 approving the Professional Services Agreement with BDPA, Inc. for a Classification and Compensation Study. Motion Carried.**

**Item 2. Amendments to Records Retention Manual.**  
**(Resolution No. 16-056)**

Renata McLeod is requesting Council authorize amendments to the City's Records Retention Manual. Mrs. McLeod said that on December 5, 2006, the City adopted Resolution NO. 06-075, (as amended by Resolution 14-036) approving a Records Retention Manual as required by Idaho Code 50-907(5). Upon review of the manual, the following changes / updates are recommended:

- Updated list of Designated Records Managers
- Clarification of "Transitory Records" by addition of a definition and new definition of "Historical Records."
- Updated Department Filing Systems for the Administration Department
- Updated the destruction of records section to match Idaho Code
- Update to the disaster Recovery Plan to match current practices

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-056 approving the amendments to the City's Records Retention Manual as presented. Motion Carried.**

The meeting adjourned at 12:14 p.m.

Respectfully submitted,

[Juanita Knight](#)  
Recording Secretary

**PUBLIC WORKS COMMITTEE  
MINUTES  
October 10, 2016  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Dan English

**STAFF PRESENT**

Mike Becker, Wastewater Proj. Mgr.  
Randy Adams, Deputy City Attorney  
Amy Ferguson, Executive Asst.  
Jim Remitz, Capital Program Manager  
Kyle Marine, Asst. Water Supt.  
Tim Martin, Engineering & Streets Supt.  
Jim Hammond, City Administrator  
Troy Tymesen, Finance Director  
Dennis Grant, Eng. Project Mgr.

**Item 1            Approval of T-Mobile Third Supplemental Agreement  
Consent Calendar**

Kyle Marine, Assistant Water Superintendent, presented a request for council approval of a Third Amendment to the Option and Lease Agreement with T-Mobile West LLC for modifications to the current cell site at Industrial Standpipe and adjustment of lease rates.

Mr. Marine stated in his staff report that it is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment, which saves the cost of constructing very expensive towers. T-Mobile is proposing to expand their equipment on the Industrial Standpipe, by installing a small standby generator and an above-ground propane fuel tank. After review of the lease agreement, the supplemental agreements and some research into similar lease agreements around the Pacific Northwest, staff determined this was an additional material modification and a further increase in rent was justified, mainly due to the potential hazard of the fuel tank. The monthly lease rate would increase by \$500.00 per month, for a total of \$1,868.00 per month, with a yearly 3% escalation factor.

Mr. Marine said that the fuel tank requires a distance of 23 feet from any other equipment, which just about doubles their square footage of area. Staff felt that with the increase in space provided and the moderate danger of the fuel storage tank, and the fact that staff will be spending more time on the site to let T-mobile in and out of the site, the increase in rent was applicable. The last increase to the agreement was \$68.00 per month for two additional antenna mounts on the tank.

**MOTION: Motion by English, seconded by Gookin, to recommend that Council approve Resolution 16-056 , authorizing the Third Amendment to the Option and Lease Agreement with T-Mobile West LLC to allow installation of additional antennas and an adjustment in lease rates for the Industrial Standpipe. Motion carried.**



**Item 2                    Agreement with J-U-B Engineers, Inc. for Professional Engineering Services  
for the 2016/2017 Wastewater Utility Capital Improvement Projects  
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2017 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$238,000.

Mr. Becker stated in his staff report that each year, in conformance with the 2013 Sewer Master Plan, the Wastewater Utility budgets and prioritizes replacement and/or rehabilitation of the city's aging sewer infrastructure. This fiscal year, the utility has identified and scheduled public sewer mains in 4 different locations for open trench replacement. In 2013, the utility solicited proposals from local engineering firms. J-U-B received the highest proposal score and has assisted the utility since 2008. They have historically demonstrated their commitment and responsiveness to the city and have successfully performed to the utility's satisfaction. This contract will be J-U-B's 4<sup>th</sup> year stemming from the criteria outlined within the 5-year RFP.

Mr. Becker confirmed that all of the projects this year will be open trench projects, with no CIPP or slip lining projects. He noted that they are targeting the projects now for spring work instead of summer; however, they plan on bidding them out in January or February of 2017 with incentives within the contract for the contractors to get them done before the summer season.

Councilmember Gookin asked why the projects were open trench as opposed to doing a liner. Mr. Becker said that the slip liner is chosen when the structural integrity of the pipe is intact. The open trench pipes have deteriorated, and the four selected were identified through a series of video cameras. They are a priority and have caused an increase to their maintenance routine schedule for their crews in that they are diverting resources a few extra times a year to hit those spots.

Mr. Becker commented that the \$238,000 cost also encompasses other programs they have within their annual fiscal budget, such as reducing inflow from stormwater, which is an ongoing project. He noted that J-U-B has been doing these projects since 2008. In 2013 when they did the RFP they identified that it would be a five year project. They will be redoing the RFP in two years.

**MOTION: Motion by Gookin, seconded by English, to recommend council approve Resolution 16-056, authorizing a Professional Engineering Services Agreement Amendment with J-U-B Engineers, Inc. for professional engineering services for the 2017 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$238,000.00. Motion carried.**

**Item 3                    Update to Wastewater Rate Study Professional Services Agreement with HDR  
Engineering  
Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council approval of an agreement for professional services with HDR Engineering, Inc. for preparation of an updated wastewater utility rate study and financial plan, for a total cost not to exceed \$129,079.

Mr. Remitz stated in his staff report that HDR Engineering conducted the wastewater utility's latest rate study, dated January 2013. That comprehensive rate study and financial plan resulted in a phased approach for establishing monthly user fees and new customer capitalization fees that allowed the necessary funding for operation and maintenance and capital improvements for the treatment,

composting, and collection facilities for a five (5) year period. Updates to the rate study and financial plan are essential in order to ensure that the Wastewater Utility will remain financially healthy, satisfy the requirements of bond holders and provide the basis for development of the capital funding plan to address operational and regulatory requirements. Since this update is associated with and is an extension of the January 2013 rate study, and in accordance with Idaho Statute 67-2320(4), HDR Engineering has been selected to perform this updated study.

Mr. Remitz noted that the current rate scheduled will need to be developed from 2018 through 2022. Councilmember English wondered if there wasn't somebody local that could do the project, if the study could be done in house, or if the reason it can't is because it is so technical. Mr. Remitz said that typically they have an outside firm do the rate study. The firm gets a lot of information from the Finance Department and from staff on the condition of the system. They have to establish a capital improvement plan over a number of years to make sure that the rates will pay for the capital improvements. The update will probably also delve into their equipment replacement. HDR did the study in 2013 and staff believes they are the best qualified to do the update because they already have a lot of the information that is required.

Councilmember Gookin asked how the study can be done because there is a moving target of what the city is supposed to put in the river, and wondered how to plan for the future. He also noted that it has been "aeromatic" at the Wastewater Treatment Plant this summer and asked if there was any reason for that. Mr. Remitz said that they are aware of the issue and are working towards a solution.

Mr. Remitz said the study is an update of the entire wastewater utility system. It was completed in January of 2013 so they need to look at capital improvements to meet discharge permits, and will take that into account over a 10 year period. They will come up with a rate schedule to ensure that they are funding enough into the wastewater utility and make sure that the utility is functional. It will also take into consideration growth down the road. They will also review capitalization fees and develop different types of rate schedules for review by council.

**MOTION: Motion by Gookin, seconded by English, to recommend council approve Resolution 16-056, authorizing an agreement for professional services with HDR Engineering, Inc. for preparation of an updated wastewater utility rate study and financial plan, for a total cost not to exceed \$129,079.00. Motion carried.**

**Item 4            Notice of Pre-Qualification for Tertiary Phase 2 Improvements  
NO MOTION – FOR INFORMATION ONLY**

Jim Remitz, Capital Program Manager, presented information to the council regarding the prequalification process for construction of Tertiary Treatment Phase 2 Improvements.

Mr. Remitz stated in his staff report that Tertiary Treatment Phase 2 is the second phase in the city's plan to achieve the final effluent limits for carbonaceous biological oxygen demand (CBOD), total phosphorus and ammonia defined in the National Pollution Discharge Elimination System (NPDES) permit issued to the city in December 2014. The city received a ten (10) year compliance schedule in the permit in order to comply with these new effluent limits. The city completed construction of Phase 1, Tertiary Membrane Filtration and Nitrification Improvements in March 2015. The design of Tertiary Treatment Phase 2 has been completed and plans and specifications have been submitted to the Idaho Department of Environmental Quality for approval to construct. For a project of this magnitude and complexity a prequalification process is being used to evaluate and prequalify construction contractors based on their experience in similar projects, qualifications, overall performance history, etc. Upon completion of the

prequalification evaluation process, a number of construction firms will be selected as qualified to submit construction bids for the project. Staff anticipates selecting the prequalified construction firms in early November and opening construction bids in mid-December. Upon evaluation of the bids submitted, staff hopes to present the bid results and recommendation for award to the City Council at the first regularly scheduled council meeting in January, 2017, anticipate substantial construction completion in October 2018 and final completion in December 2018.

Mr. Remitz discussed the scope of the Tertiary Treatment Phase 2 project.

Councilmember English asked if the facility was going to run out of space. Mr. Remitz said that when they get close to 85% of their flow rating, they will need to do a facilities plan. He noted that the challenge to their project is that they are in a confined space.

Councilmember Gookin said that at some point in the future, they will need to consider the quality of the water they are putting out and whether it could also be used for irrigation purposes. He thinks there has to be a cost evaluation of what it would take to turn the pipes around and bring them in for irrigation. Mr. Remitz said that because they are on a sole source aquifer, the requirements to use “reuse” (treated) water are pretty stringent and they don’t quite meet them yet. They would have to do some research with the Department of Environmental Quality regarding requirements for sole source re-use.

Mr. Remitz commented that the last facilities plan was done in 2009. The rate study will be confined to a 10 year planning period.

Councilmember McEvers asked if the contractor who did the construction on the last phase will still be in the running, or does the process start all over again. Mr. Remitz said that the process starts over and they are currently advertising for contractors to prequalify.

## **Item 5            Seltice Way Revitalization project**

### **Agenda Item**

Tim Martin, Engineering & Streets Superintendent, presented information and a request for direction from the Public Works Committee on the final design of the shared use path and bike lane on the Seltice Way Revitalization Project.

Mr. Martin stated in his staff report that the city has been working closely with Welch-Comer Engineering for the last several months on producing a concept that all users can agree upon before final design on the Seltice Way Revitalization Project and the shared use path and bike path. On the evening of September 28<sup>th</sup>, the city and Welch-Comer held an open house at the Frontier Ice Arena building, which was very well attended with many stakeholders there as well as citizens from around the area. After the presentation on the scope of the project was given, input was received from the public. Much of the discussion was regarding the configuration of an on-street bike path with a shared use path off street, or an off-street, protected bike path along with a shared use path off street. After public input, staff input was solicited.

Mr. Martin said that citizens appreciated the shared use path and bike path off the street. He noted that emergency services is very concerned about that choice in that in order to make it happen, the road lanes would be narrower and if there are accidents, there is no place to move traffic off the road and it would create a bottleneck. They are also looking at maintenance issues, including snow removal, etc. In addition, they are aware that most of the bike clubs and Ironman athletes prefer to have the bike lane in the road so they can move with the signals, etc. To do a shared use bike path that is behind the curb

would result in about a 10% increase in cost. In talking with the Parks Department, they felt that there was a lot of redundancy. Staff is recommending that council approve the concept of an on street bike lane with a shared use path that is off the road.

Mr. Martin noted that they are at a critical time in that they have to make a decision to get the final designs out so they can get the project started this spring.

Councilmember Gookin said that he concurs with staff regarding the bike lane in the street and a shared use path. Matt Gillis, of Welch Comer Engineers, said that they can do two delineating strips of paint that are two feet apart, or can go a little wider, but the guidance is that they need to hatch mark the strips if they are wider. From a safety standpoint, the biggest cause of bicycle/vehicle accidents in the city based on the data they receive from the Police Department is not the situation where a bike is traveling with traffic. Sixty percent of the time, the cause is when there is a bicycle traveling in the wrong direction on the street or sidewalk and a vehicle comes out on a side street and turns right (the driver looks left, not expecting anyone on the right side). They are also concerned about putting the fast bikes off of the street, because when they are on the street they are far less likely to travel against the grain.

Councilmember McEvers asked if the Ped/Bike Committee had an opportunity to weigh in on this. Mr. Gillis said that they talked to the Ped/Bike Committee a while ago, but haven't heard the findings from their most recent meeting.

**MOTION: MOTION by English, seconded by Gookin, to bring this item forward to the full council with a recommendation for the bike path on street, with a shared path off street. Motion carried.**

The meeting adjourned at 4:47 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

# CITY COUNCIL STAFF REPORT

**DATE:** October 18, 2016  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-4-16, Gina's Place, Final Plat Approval**

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## DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

## HISTORY

Applicant: Prodigy Capital Investments, LLC  
P.O. Box 3197  
Coeur d'Alene, ID 83816

Location: 321 W. Davidson Avenue

## FINANCIAL ANALYSIS

There are no financial issues with this development.

## PERFORMANCE ANALYSIS

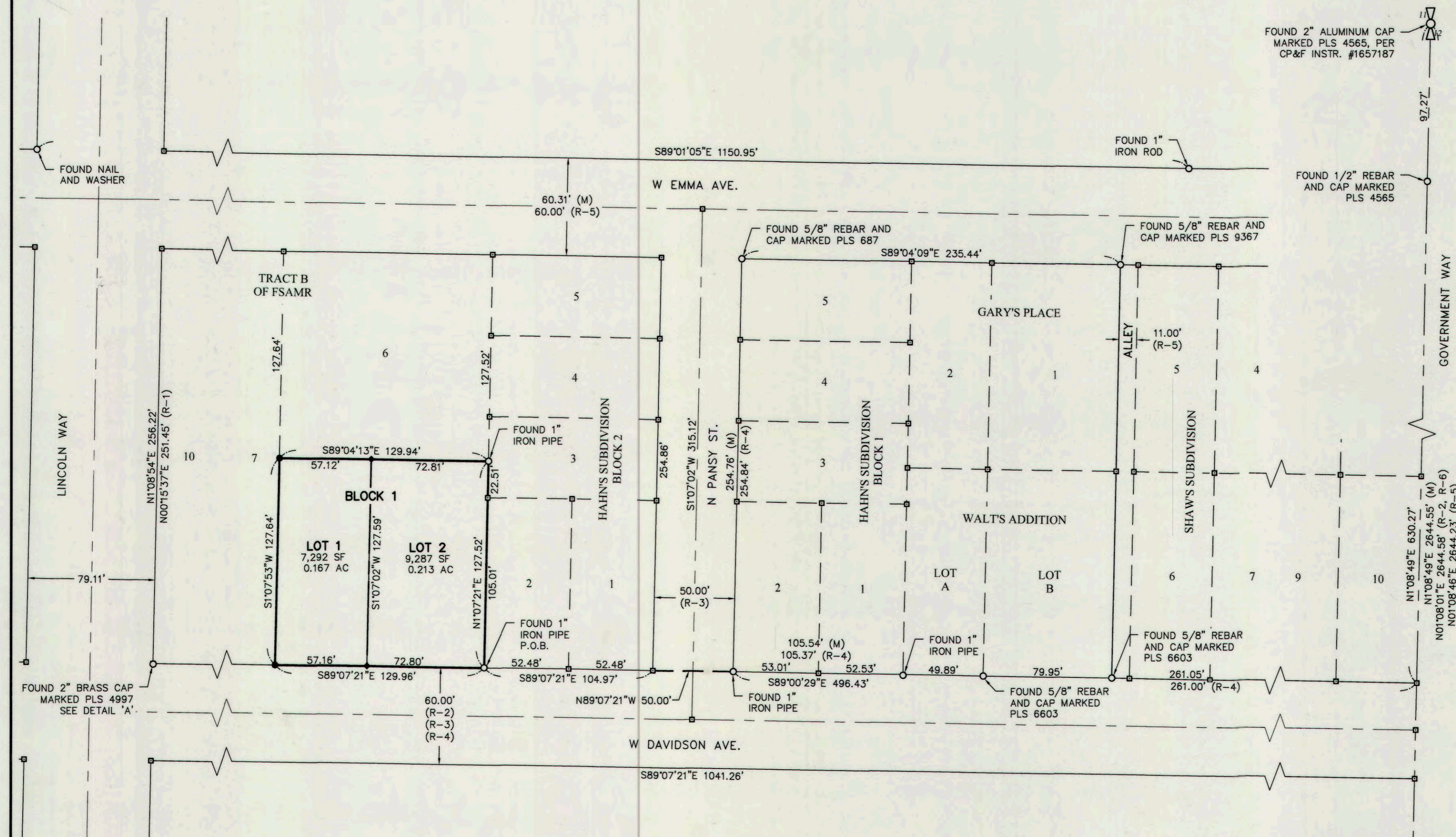
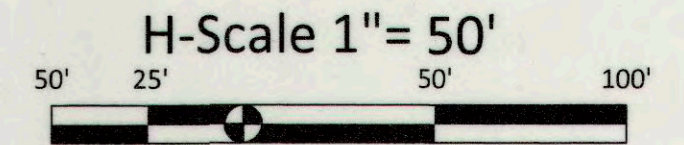
This is a plat of the south half of Lot 6, Tact B of Government Lot 13. This subdivision created 2 individual lots. Lot 2 has an existing structure and Lot 1 is a buildable parcel. The infrastructure has been previously installed and accepted by the appropriate departments along with all the required conditions.

## DECISION POINT RECOMMENDATION

City Council approval of the final plat document

# GINA'S PLACE

A PLAT OF THE SOUTH HALF OF LOT 6, TRACT B OF GOVT. LOT 13 FORT SHERMAN ABANDONED MILITARY RESERVATION LYING WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- ### LEGEND
- FOUND MONUMENT AS NOTED
  - SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
  - ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
  - ◆ SET 5/8" x 24" REBAR WITH 1-1/2" ALUMINUM CAP, P.L.S. 9367
  - CALCULATED POSITION, NOTHING SET
  - ⊙ 1/16 SECTION CORNER AS NOTED
  - ⊙ CENTER SECTION CORNER AS NOTED
  - ⊙ E-W 1/4 SECTION CORNER AS NOTED
  - ⊙ N-S 1/4 SECTION CORNER AS NOTED
  - ⊙ SECTION CORNER AS NOTED
  - CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
  - (M) MEASURED
  - (R-1) REFERENCE R-1
  - P.O.B. POINT OF BEGINNING
  - FSAMR FORT SHERMAN ABANDONED MILITARY RESERVATION

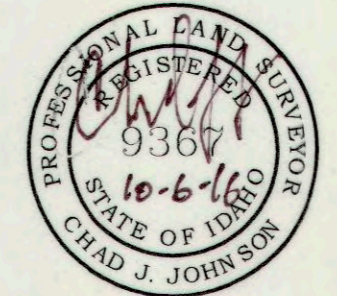
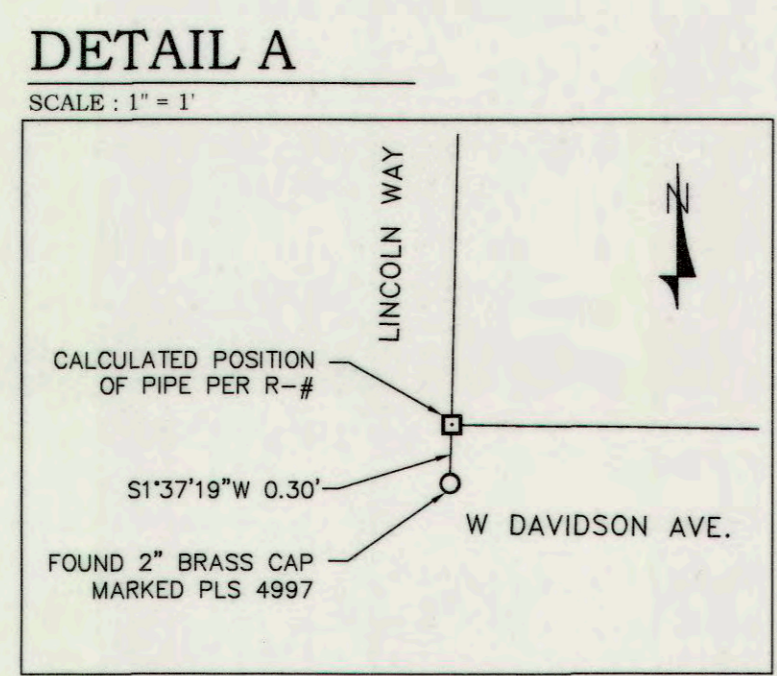
- ### REFERENCES
- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY RICHARD R. SCHROEDER, PLS #4564 RECORDED IN BOOK 3 OF SURVEYS AT PAGE 303, UNDER INSTRUMENT #923286.
  - R-2 RECORD OF SURVEY BY SCOTT M. RASOR, PLS #6374, RECORDED IN BOOK 21 OF SURVEYS AT PAGE 459, UNDER INSTRUMENT #1770551.
  - R-3 PLAT OF LOTS 4 AND 5, TRACT B, LOT 13 ABANDONED FORT SHERMAN, BY E.L. GERRISH, RECORDED IN BOOK B OF PLAT AT PAGE 127, UNDER INSTRUMENT #26321.
  - R-4 PLAT OF WALT'S ADDITION TO THE CITY OF COEUR D'ALENE, BY SCOTT L. TOLDNESS, PLS #6603, RECORDED IN BOOK I OF PLAT AT PAGE 94.
  - R-5 PLAT OF GARY'S PLACE, BY CHAD J. JOHNSON, PLS #9367, RECORDED IN BOOK K OF PLATS AT PAGE 463, UNDER INSTRUMENT #2463636000.
  - R-6 RECORD OF SURVEY BY GALE ROSS DAHLMAN, PLS #772 RECORDED IN BOOK 22 OF SURVEYS AT PAGE 123, UNDER INSTRUMENT #1816662.
  - R-7 PLAT SHOWING INTERLAKE ADDITION BY ERNEST M. WARNER, PLS #4565, RECORDED IN BOOK I OF PLATS AT PAGE 241, UNDER INSTRUMENT #1652398.
  - R-8 PLAT SHOWING TRACT 'B', SUBDIVISION OF LOT 13, BY J.W. EDWARDS, RECORDED IN BOOK B OF PLATS AT PAGE 67.

### BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00009554. A CONVERGENCE ANGLE OF -00°46'07" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

### NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.



PLAT OF GINA'S PLACE			
SE 1/4 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JAN. 2016	DRAFTED BY: BAG	PLOT DATE: 03/07/2016	SHEET 1
FILE NAME: 15-098 PLAT.DWG	CHECKED BY: CJJ	PROJECT No.: 15-098	2

**Johnson Surveying**  
P.O. Box 2544 Post Falls, ID 83877  
208-860-2351  
johnsonsurveyingnw.com

# GINA'S PLACE

A PLAT OF THE SOUTH HALF OF LOT 6, TRACT B OF GOVT. LOT 13 FORT SHERMAN ABANDONED MILITARY RESERVATION LYING WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST.#

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT PRODIGY CAPITAL INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "GINA'S PLACE":

A PARCEL OF LAND BEING THE SOUTH HALF OF LOT 6, TRACT 'B' OF GOVERNMENT LOT 13 FORT SHERMAN ABANDONED MILITARY RESERVATION AS RECORDED IN BOOK B OF PLATS AT PAGE 67, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP MARKED PLS #4565 BEING THE EAST QUARTER CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 S01°08'49"W A DISTANCE OF 630.27 FEET TO A CALCULATED POSITION AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF DAVIDSON AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY N89°00'29"W A DISTANCE OF 496.43 FEET TO A FOUND 1" IRON PIPE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF PANSY STREET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY N89°07'21"W A DISTANCE OF 154.97 FEET TO A FOUND 1" IRON PIPE BEING THE SOUTHEAST CORNER OF SAID LOT 6 AND TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY N89°07'21"W A DISTANCE OF 129.96 FEET TO A FOUND 3/4" IRON PIPE DISTURBED, REPLACED WITH A 58" REBAR AND CAP MARKED PLS 9367 AT THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE LEAVING SAID RIGHT-OF-WAY N01°07'53"E A DISTANCE OF 127.64 FEET TO A SET 5/8" REBAR AND CAP MARKED PLS 9367 AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 6;

THENCE S89°04'13"E A DISTANCE OF 129.94 FEET TO A FOUND 1" IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID LOT 6;

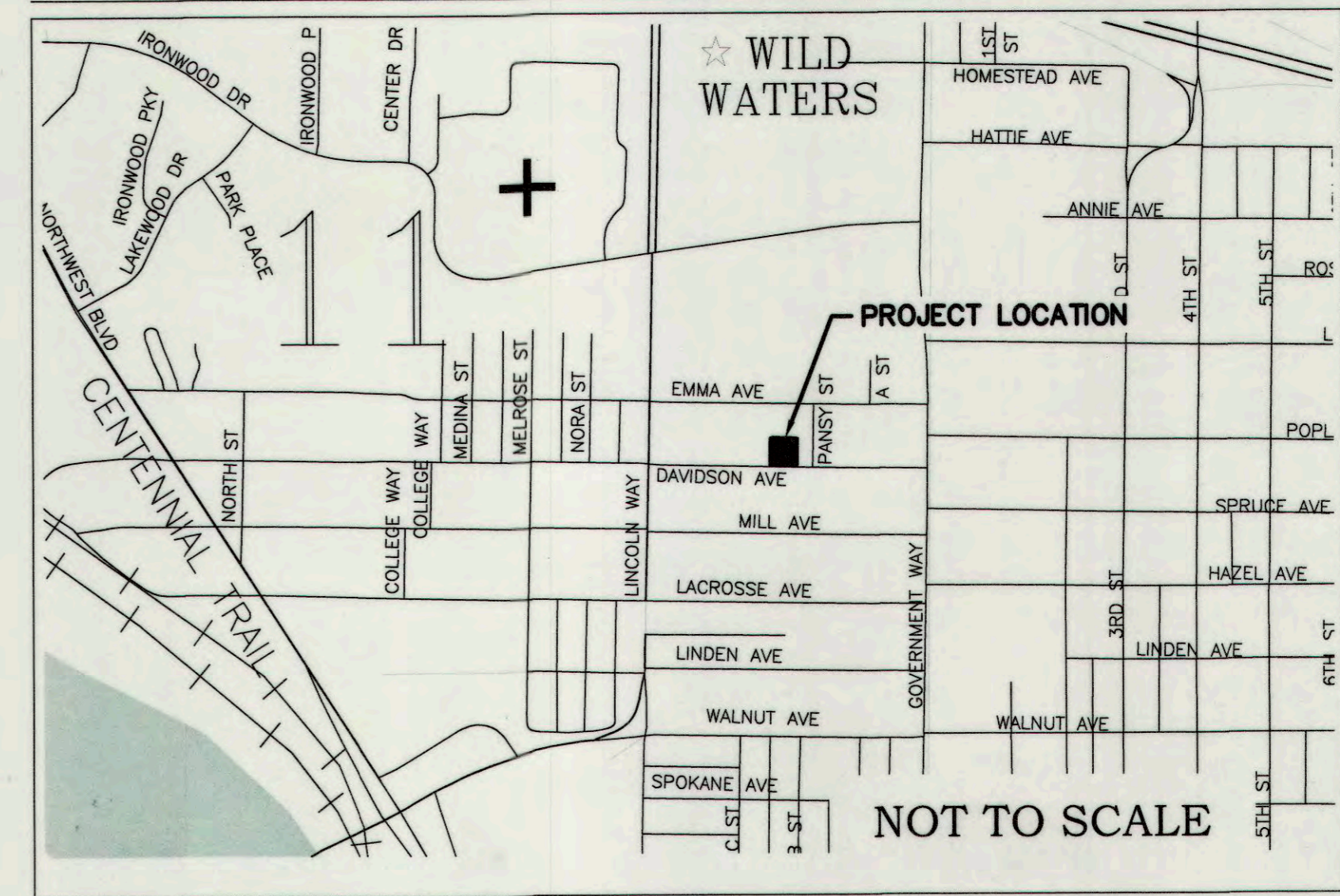
THENCE S01°07'21"W A DISTANCE OF 127.52 FEET THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 0.38 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING HEREON.

DOMESTIC WATER SERVICES AND SANITARY SEWER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SIGNATURE: M. Pe DATE: 10-4-16  
PRINT NAME: Michael Peirce  
TITLE: Member

## VICINITY MAP



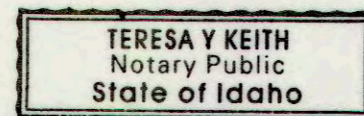
## NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.  
COUNTY OF KOOTENAI

ON THIS 4th DAY OF October, IN THE YEAR OF 2016, BEFORE ME, Teresa Y Keith, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MICHAEL PEIRCE, KNOWN TO ME OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF PRODIGY CAPITAL INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THAT EXECUTED THIS INSTRUMENT, OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC: Teresa Y Keith  
RESIDING AT: Hayden  
COMMISSION EXPIRES: 10/09/2018



## CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY OF COEUR D'ALENE, ENGINEER

CITY OF COEUR D'ALENE, CLERK

## TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN PAID THROUGH DECEMBER 31st 2015

DATED THIS 5th DAY OF October, 2016  
Susan Matheson  
KOOTENAI COUNTY TREASURER

## RECORDER'S CERTIFICATE

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

BY: \_\_\_\_\_ DEPUTY CLERK  
JIM BRANNON, KOOTENAI COUNTY RECORDER FEE PAID \_\_\_\_\_ INSTRUMENT NUMBER \_\_\_\_\_

## PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING (CITY OF COEUR D'ALENE) AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

HEALTH DISTRICT SIGNATURE: [Signature] DATE: 10-3-16

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

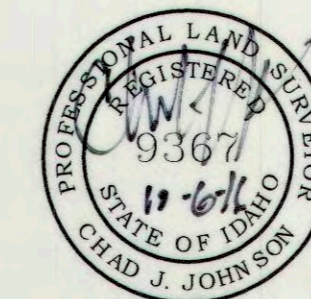
KOOTENAI COUNTY SURVEYOR



## SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, P.L.S. 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

Chad J. Johnson DATE: 10-6-16  
CHAD J. JOHNSON PLS 9367



<b>PLAT OF GINA'S PLACE</b> SE 1/4 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				 P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
DATE SURVEYED: JAN. 2016	DRAFTED BY: BAG	PLOT DATE: 03/07/2016	SHEET 2/2	
FILE NAME: 15-098 PLAT.DWG	CHECKED BY: C.JJ	PROJECT No.: 15-098		

# BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

[Office Use Only]

Amt  
Pd \$66.66

Rec No  
Date 10-08-16  
Date to City Council  
10-18-16  
# 112868



**City of Coeur d'Alene Municipal Services**  
710 East Mullan Ave Coeur d Alene ID 83814  
Ph and Fax 208.769.2229 [kathylew@cdaid.org](mailto:kathylew@cdaid.org)

Date that you would like to begin alcohol service 1/15/17

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<b>Check one box below</b>		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go <b>only</b> \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$
<input checked="" type="checkbox"/>	New Application <u>Prorated to January 1</u>	

<b>Name of Applicant</b>	<u>DLT COSMIC COWBOY #1, LLC</u>
<b>Name of business where alcohol will be served</b>	<u>COSMIC COWBOY GRILL</u>
<b>Business Physical Address</b>	<u>412 W. HANCRIFT AVE COEUR D'ALENE, ID 83815</u>
<b>Business Mailing Address</b>	<u>P.O. BOX 877 HAYDEN, ID 83835</u>
<b>Business Contact</b>	<b>Business Telephone :</b> <u>512-470-6711</u> <b>Fax:</b> <b>Email address:</b> <u>steve@cosmiccowboy.com</u>
<b>If Corporation, partnership, LLC etc. List all members/officers</b>	<u>STEVEN ELLER - LLC MANAGER AND SOLE MEMBER</u>



RESOLUTION NO. 16-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1<sup>ST</sup> THROUGH DECEMBER 2<sup>ND</sup> FOR THE ANNUAL CITY LEAF PICK UP PROGRAM; APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BDPA, INC. FOR A CLASSIFICATION AND COMPENSATION STUDY; APPROVING AMENDMENTS TO THE CITY'S RECORDS RETENTION MANUAL; APPROVING A THIRD SUPPLEMENTAL TO OPTION AND LEASE AGREEMENT WITH T-MOBILE TO ALLOW INSTALLATION OF ADDITIONAL ANTENNAS AND AN ADJUSTMENT IN LEASE RATES FOR THE INDUSTRIAL STANDPIPE; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2017 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECT; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR A COMPREHENSIVE WASTEWATER RATE STUDY UPDATE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s), or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s), and other action(s) documents attached hereto as Exhibits "A through F" and by reference made a part hereof, summarized as follows:

- A) Approving the waiver of covered load regulations from November 1<sup>st</sup> through December 2<sup>nd</sup> for the annual City Leaf Pick Up program;
- B) Approving a Professional Service Agreement with BDPA, Inc. for a Classification and compensation Study;
- C) Approving amendments to the City's Records Retention Manual;
- D) Approving a Third Supplemental To Option and Lease Agreement with T-Mobile to allow installation of additional antennas and an adjustment in lease rates for the Industrial Standpipe;
- E) Approving a Professional Services Agreement with J-U-B Engineers, Inc. for the 2017 Wastewater Collection System Capital Improvement Project;
- F) Approving a Professional Services Agreement with HDR Engineering, Inc. for a Comprehensive Wastewater Rate Study Update;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through F" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 18<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## City of Coeur d'Alene - Leaf Fest Begins Nov. 14<sup>th</sup>

Monday, November 14<sup>th</sup>, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until November 1, 2016. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 2<sup>nd</sup>, 2016.

### Leaf-fest 2016 Tips

#### Do:

- Have your leaves out by November 1<sup>st</sup>
- Please move cars off of the street if at all possible during leaf pick-up
- Keep the leaves about one foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

#### Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website [streets.cdaid.org](http://streets.cdaid.org) or call the Street Maintenance Information line 208.769.2233.



**Date:** October 10, 2016  
**To:** General Services  
**From:** Melissa Tosi; Human Resources Director  
**Re:** Classification and Compensation Study

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**Decision Point:** The City Council is requested to approve the attached Professional Services Agreement between the City of Coeur d'Alene and BDPA, Inc. for a Classification and Compensation study.

**History:** In 2001, BDPA, Inc. was selected by the city to complete a classification and compensation study. In 2002, the findings from that study were approved by the Council and implemented to adopt new updated job classifications and leveling of pay grades for positions.

Since adopting the 2002 classification and compensation study, the City of Coeur d'Alene has continued to consult with BDPA, Inc. regarding numerous recommendations on creating new positions, amending positions, re-organizing departments, internal equity and general market comparisons that could affect the leveling of city positions with the goal of maintaining the internal and external pay structure over time.

Pursuant to Idaho Code 67-2320, since BDPA, Inc. is associated with the prior professional services agreement in 2001 and the continued consultation to maintain the system over time, a bid process for this agreement was not required. In addition, the City of Coeur d'Alene is a subscriber to the Northwest Data Exchange (NWDE), a clearinghouse of salary and benefit data from Idaho cities and counties and some contiguous states that is a separate service of BDPA, Inc. There are 38 current city and county participants, 31 of those cities and counties being in Idaho. By subscribing to the NWDE, the City saves approximately \$7,000 due to BDPA, Inc. already having access to much of the labor market information.

**Financial Analysis:** The anticipated cost for the study is \$36,420 which will be billed in phases (a detailed breakdown of cost is attached). The entire project will take an anticipated 7 months. All of the costs have been anticipated in the 2016-2017 approved financial plan.

**Performance Analysis:** By completing this study, the City will have updated classification specifications that establishes a system of *internal equity* and describes the duties, knowledge, skills and abilities required for a class of jobs. It's very important to make sure the class specifications accurately describe current primary functions and acceptable minimum qualifications since these class specifications are what we use for recruitments, evaluations, and provides justification on how people are paid.

Additionally, an updated compensation plan will address the *external competitiveness* (or the wages other employers pay for similar work), which directly relates to the City of Coeur d'Alene's ability to attract and retain qualified employees.

Combining an updated sound compensation system with an effective internal equity/job valuation process contributes to the overall effectiveness of an organization as well as the City's ability to attract and retain qualified employees and applicants.

**Decision Point/Recommendation:** The City Council is requested to approve the contract agreement with BDPA for a classification and compensation study.

## Cost Proposal

This cost proposal is based upon BDPA's best estimate for the City of Coeur d'Alene with approximately 100 classifications and 300 full-time employees.

Project Component	Professional Hours	Professional hourly rate of \$90	Travel*	Total
Meetings with Mayor, HR Director and Department Heads (4)	16	1,440	5,200	
<b>Classification</b>				
1. Distribution and collection of PDQ's	6	540		
2. Interviews with at least one representative in each job class	64	5,760	1,300	
3. Development of draft class specs	68	6,120		
4. Job valuation	22	1,980		
5. City review of draft Kinds and Levels chart	16	1,440	Included in above	
6. Finalize class specs with FLSA designations	32	2,880		
7. Finalize Kinds and Levels chart	12	1,080		
<b>Total for Classification Component</b>	<b>236</b>	<b>21,240</b>	<b>6,500</b>	<b>27,740</b>
<b>Compensation</b>				
Salary Data Collection via NWDE; upgraded to Level III		400		
2. Identify market employers and benchmarks	Included in NWDE Gold Level subscription	Included in NWDE Gold Level subscription		<b>2,200 of FY'17</b> By subscribing to Gold Level of the Northwest Data
3. Review NWDE data and obtain data from five (5) other selected employers if needed	Included in NWDE Gold Level subscription	Included in NWDE Gold Level subscription		Exchange, the City saves approximately \$7,000.
4. Prepare group-by-group salary and benefit information	16	1,440		1,440
5. Prepare preliminary survey results	Included in NWDE Gold Level subscription	Included in NWDE Gold Level subscription		
6. Finalize results	12	1,080		1,080
<b>Total Data Collection &amp; Analysis</b>	<b>28</b>	<b>2,920</b>		<b>4,720</b>
<b>Pay Structure Design</b>				
1. Determine Pay Philosophy with City Council and Dept. Heads	Some hours are included above; we've added 4 hours to meet with the City Council	360	Included in above	
2. Develop pay structure	10	900		
3. Determine implementation costs and options	20	1,800		
<b>Total Pay Structure Design</b>	<b>30</b>	<b>3,060</b>		<b>3,060</b>

<b>Administrative Guidelines</b>				
Prepare admin guidelines and send all documentation and materials to the City	10	900		
<b>Total Admin Guidelines</b>	<b>10</b>	<b>900</b>		<b>900</b>
<b>Total Class &amp; Comp Project</b>				<b>\$36,420</b>

\*Travel is calculated at \$450 round-trip airfare per consultant; lodging at \$100/night/consultant; per diem at \$40/day/consultant; and car rental @ \$60/day. Note that BDPA does not charge for travel time.

We have attached a sample professional services contract in Attachment 2.

**Professional Services Agreement  
Between the City of Coeur d'Alene and BDPA, Inc. for a  
Classification and Compensation Study**

**SECTION ONE. Client Identification**

This Agreement, made this 18<sup>th</sup> day of October, 2016, between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the State of Idaho, and herein referred to as **Client**, and **BDPA, Inc.**, of Boise, Idaho, herein referred to as **BDPA**.

**SECTION TWO. Recitals**

1. Specific work under this agreement will be described in an attached Scope of Work (entitled Attachments) with appropriate signatures from the **Client** and **BDPA**.
2. **BDPA** will conduct all work as described for a professional hourly rate of \$90 per consultant. **BDPA** may incur costs in the performance of services pursuant to this Agreement, which may include copies, travel, outside consultants, and similar out-of-pocket expenses for which **Client** shall be responsible to **BDPA** without markup. Notwithstanding the foregoing, **BDPA** shall be responsible for ordinary and necessary office expenses such as postage, overnight or courier delivery unless authorized by Client in writing, telephone and long distance charges, meals when not traveling out of town, insurance, etc. Travel costs will be billed at the current IRS mileage reimbursement rate. Work requested and agreed to beyond the scope of this project will be charged at the professional hourly rate of \$90 plus related expenses.
3. **The fixed fee of this agreement is \$36,420.**

**SECTION THREE. Status of BDPA**

This agreement calls for the **BDPA** to perform professional services as an independent contractor and **BDPA** will not be considered an employee of the **Client** for any purpose.

**SECTION FOUR. Insurance**

In performance of professional services, **BDPA** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the human resources management consulting profession; no other warranty, either expressed or implied, is made in connection with rendering **BDPA's** services. **BDPA** shall maintain automobile insurance, statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.

**SECTION FIVE. Limitation of Liability**

**BDPA** will perform the specified work on behalf of the **Client** and only for such specified purposes as described in the Attachments. Under no circumstances will **BDPA's** liability to the **Client** for any negligent act or omission relating to or arising out of the project exceed the **BDPA's** total fee for the services rendered. Further it is understood and agreed that **BDPA** is not liable or responsible for the results of any projects, surveys or other tasks and data collection undertaken as a part of and necessary to the completion of the project.



## **SECTION SIX. Confidentiality/Proprietary Interests**

**BDPA** and the **Client** recognize that the **BDPA** may, in the course of performing its services, acquire or have access to information and data that may be confidential or personal to the **Client's** employees. **BDPA** will maintain the confidentiality of the information provided to it by the **Client** and shall not disclose such information to any person outside **BDPA** without the express written permission of the **Client**. At the conclusion of the project, **BDPA** shall return any of the **Client's** physical documents to the **Client** and permanently delete any electronic files provided by the **Client** from its servers. Further, while **BDPA's** tasks and the project being undertaken may require disclosure of confidential information to the **Client** in a general, statistical, or other non-specific manner, the **Client** understands and accepts **BDPA's** representation that in order to obtain the information and data necessary to perform the assigned tasks and to complete the project in question, all or some of the information specifically obtained by **BDPA** in carrying out and completing the project is confidential and proprietary to **BDPA** and may not be subject to disclosure to the **Client** as part of the project.

## **SECTION SEVEN. Cancellation**

The parties agree that the **Client** may cancel the project at any time upon thirty (30) days' written notice to **BDPA**, and will be subject to payment to **BDPA** for all services rendered by **BDPA** toward the completion of the project, up to the time of cancellation, based on the benchmarks or percentages of completion of the total project set forth in this proposal.

## **SECTION EIGHT. Legal Assistance**

**BDPA** does not render legal advice or legal opinion in its services or products. Such advice may only be given by a licensed, practicing attorney. Therefore, **BDPA** requests that the **Client** confer with its representing counsel on any issues requiring legal review.

## **SECTION NINE. Equal Opportunity Employer**

**BDPA** certifies that it is an equal opportunity employer and agrees to provide all services called for by this agreement in accordance with all state and federal statutes governing civil rights and employment discrimination.

## **SECTION TEN. Savings Clause**

If any part of this Agreement shall be determined invalid or inoperative for any reason, it is the intension of the **Client** and **BDPA** that the remaining parts, so far as possible and reasonable, shall be effective and fully operative.

## **SECTION ELEVEN. Interest**

**Client** agrees to pay interest on all balances which remain unpaid thirty (30) days after invoicing at a rate of One and One-Half Percent (1.5%) per month which is an annual percentage rate of eighteen percent (18%).

**SECTION TWELVE. Entire Agreement**

This Agreement and the other agreements referred to herein contain the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, verbal or written, are merged herein.

**SECTION THIRTEEN. Modification**

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by **BDPA** and **Client**.

**SECTION FOURTEEN. Attorney's Fees**

Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other part or parties thereto reimbursement for all reasonable attorneys' fees and all reasonable costs, whether incurred at the trial or appellate level. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

**SECTION FIFTEEN. Governing Law/Venue**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Venue for any action under this Agreement shall be in Kootenai County, State of Idaho.

**SECTION SIXTEEN. Time of Essence**

Time is of the essence to this Agreement.

In witness hereof, by the signatures below, the parties agree to all parts, sections and conditions of this agreement as stated herein.

**BDPA, Inc.**

By: Bonnie Brazier  
Title: Vice President  
Signatures: /s/Bonnie Brazier/s/  
Date: September 21, 2016

**City of Coeur d'Alene**

By: Steve Widmyer  
Title: Mayor  
Signature: \_\_\_\_\_  
Date: October 18, 2016

**Attest:**

By: Renata McLeod  
Title: City Clerk  
Signature: \_\_\_\_\_  
Date: October 18, 2016

# ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

## Between the City of Coeur d'Alene, Idaho and BDPA, Inc.

### A. Establish a Viable Classification System

#### 1. Classification Specification Refinement

To update the City's classification system, BDPA recommends that every employee complete a Position Description Questionnaire (PDQ) because the incumbent knows the job's primary functions and requirements better than anyone else. The PDQ asks a series of questions about the job's primary purpose, essential functions, required knowledge and skill sets, and minimum requirements for education and/or training (see Attachment 1 of this proposal). Once the employee has completed the first part of the PDQ, the immediate supervisor and department head is asked for additional information about the position.

After reviewing all PDQs, BDPA will meet with a representative from each classification, individually or in groups, to clarify duties and gain a better understanding of the jobs. These meetings will last about 15-20 minutes each.

BDPA uses the completed PDQs and job review meetings to develop *draft* class specifications that are then sent out to employees, supervisors and managers for a final review and additional revisions. The class specifications describe the primary functions of a class of employees (e.g., Street Maintenance Worker) rather than specific activities performed by each individual employee in job descriptions. When the workforce and management have completed their review, BDPA will finalize the class specifications to ensure they comply with the Americans with Disabilities Act and the Fair Labor Standards Act and add this information to the final copies. All final descriptions will be made available to the City electronically via Microsoft Word format. As part of this process, BDPA will make recommendations on FLSA status, staff alignments, reporting relationships and organizational structure as needed.

#### 2. Job Valuation for Internal Equity

A review of *Internal Equity* establishes a hierarchy of jobs across occupational categories and levels of responsibility. This enables BDPA and the City to provide justification on how employees are paid and validation for the Equal Pay Act and Lilly Ledbetter Act. Using common evaluation factors, jobs are eventually assigned to pay grades. Every job is reviewed and evaluated as though it is vacant: the incumbent's personal skills, education, or experience is not considered; the focus is on the job's primary functions and minimum qualifications.

BDPA will review the City's current classification process and work with the Human Resources Director and selected others to finalize an appropriate methodology customized for the City's use. BDPA typically utilizes the Whole Job Method of position evaluation to determine internal equity because it makes sense, is flexible, and conforms to regulatory compliance.

The Equal Pay Act requires that jobs of equal value should be paid equitably and requires at least four factors in determining a job's value: scope of responsibility, level of effort, skill and working conditions. BDPA will work with the Human Resources Director and selected others to identify other factors that exist in all jobs to the same or in similar degrees, choose factors that are essential to differentiate levels of job worth, verify that each factor is measured realistically and reliably, and design a valuation system specifically tailored to the City. Having a well documented job valuation process is also beneficial to the City should any challenges occur based on federal statutes, including the Lilly Ledbetter Fair Pay Act of 2009.

### 3. Kinds and Levels Chart

BDPA will develop a Kinds and Levels Chart to display positions based on internal equity. The Chart will show all the City positions in all departments and the assignment of each position to the appropriate pay level. The Kinds and Levels Chart will be reviewed by the City managers before it is finalized.

It is important that all employees understand the job valuation and grouping process is **based on the position's value** (not the individual employee's contributions or performance) to the organization and **not on the salary** that may be assigned to the position. The managers' input is vital to finalizing a viable process for internal equity; however, BDPA takes seriously its obligation to be impartial and will make the final recommendations for internal equity to the City and other managers.

BDPA will provide the City with detailed documentation both on its current classification process as well as (if needed) a revised approach and recommendations for continued maintenance. It is our practice to develop useable administrative procedures for our clients to maintain classification and compensation plans. All information will be made available in MS Office format or other configurations agreeable to the City.

## **B. Develop or Refine a Compensation Plan**

BDPA will closely examine the City's existing compensation plan to determine first, whether it conforms to the City's compensation philosophy and then, whether it is competitive in the City's market area.

Development of a viable and defensible compensation plan usually requires several steps:

- defining the market area and identifying employers with whom the City competes for qualified applicants and employees;
- selecting benchmark positions for a market survey that represent a cross-section of the City's workforce;
- determining benefit information to be collected for a resulting total compensation analysis;
- analyzing survey results for an overall, on-the-average comparison;
- defining the City's compensation philosophy and then using the survey results to develop a salary structure;
- preparing implementation options and costs;
- developing a final report with administrative guidelines that the City can use to maintain the classification and compensation system for the next several years.

### 1. Defining the Market Area and Competing Employers

The detailed process and the survey participants will be mutually defined by the Mayor, Human Resources Director, department heads and BDPA because the definition of the labor market within which the City must compete is critical. The labor market identification should definitely include other employers that are likely to employ a number of similar type jobs and are located within the competitive geographic area to the City, understanding that the geographic area may be different for various levels of positions and could be local, regional or national. The market area will be identified and survey participants will be *mutually defined* with the City.

The City of Coeur d'Alene is a subscriber to the Northwest Data Exchange (NWDE), a clearinghouse of salary and benefit data from Idaho cities and counties and some contiguous states that is a separate service of BDPA, Inc. The City currently subscribes to the Gold Level which will allow it to select specific employers in the Exchange and choose up to five additional employers that are not currently in the Exchange. The proposal is contingent upon the City continuing their 2017 subscription to the NWDE in order to access the data.

### 2. Selecting Benchmark Positions

With the subscription to the Northwest Data Exchange, selecting Benchmark Positions is not necessary. Survey data will be provided for every City Classification that has a reasonable job match within the Exchange. Although data will be available for many more classifications in the Exchange than would normally be selected as “benchmark” positions, it is important to acknowledge that it is not necessary to collect data for all jobs because the survey results are analyzed to determine the “overall average” competitiveness of City salaries. The survey data is used to identify a market trend that allows BDPA to design and recommend a compensation structure that is competitive in the market.

### 3. Providing a Total Compensation Analysis

Through the NWDE we are able to access and provide current actual salary data: this is the amount an employee could expect to make working for other employers and forms the “market” rate for comparable jobs. We are also able to provide salary range minimums and maximums so a range analysis can be conducted.

For benefit comparisons, BDPA utilizes a formula that collects the dollar amount an employer pays or allows for individual and family health insurance, vision, dental or other medical coverage BDPA normally conducts a survey of both salaries and benefits for a total compensation approach and will do so for the City, at no additional charge.

### 4. Compiling and Analyzing Survey Results

**The purpose of the salary survey is to develop a realistic picture of market rates for the City as a whole.** We accomplish this by analyzing current wage information on selected benchmark jobs through the NWDE, determining the general wage trends of other agencies, and then comparing that data with an average of City wages. We will provide a group-by-group comparison of wages to show how the City’s Fire, Police and Lake City bargaining groups compare to other municipalities.

**Survey results are analyzed to determine the “overall average” competitiveness of City salaries.** This average allows BDPA to identify a market trend that may be used to design a salary structure tied to the market. BDPA defines the *market rate as the actual average salary paid to employees performing similar work in other organizations*; this is the salary that a City employee could reasonably expect to make if working for another market employer, based on whatever criteria or pay philosophy that employer utilizes.

BDPA will analyze the survey data to develop a compilation of results showing the overall average market ratio (City wages compared to those of competing employers), along with comparisons of salary ranges, range analyses, benefits comparisons, and total compensation. The preliminary results of the salary survey will be presented to the City for initial review and BDPA will follow-up on questions or issues raised to clarify survey data if needed. The final results will be used to recommend refinements to the existing pay plan or alternative salary structures as requested.

### 5. Salary Structure Design/Refinement

BDPA will review and/or facilitate the identification of the City’s **pay philosophy** (how should employees be recognized and rewarded for their contributions while still having a competitive salary structure to attract and retain staff). This discussion should be discussed with the Mayor and City Council, as well as Department Heads. The pay philosophy is often considered to be a policy decision and the City Council is typically asked for their determination, using recommendations from managers.

Once the pay philosophy has been determined, BDPA will use the survey’s general wage trends to develop a recommended salary structure that links internal equity (as identified through the job valuation process) and external competitiveness (as compiled from the salary survey). Optional design strategies will be discussed with the City and a salary structure will be finalized through organizing pay grades based on the pre-determined structure alternatives.

## 6. Plan Implementation

BDPA will prepare and present cost estimates for implementation of the proposed pay structure, as requested. Recognizing that many cities have limited funding available for implementation, BDPA may develop several strategies for implementing the recommended salary structure including placement of individual employees into ranges and phased implementation, if necessary. BDPA will also recommend guidelines for ongoing administration of the salary system, providing the City with tools and processes to administer and maintain the approved compensation plan.

In witness hereof, by the signatures below, the parties agree to all parts, sections and conditions of this Attachment 1 of the agreement as stated herein.

### BDPA, Inc.

By: Bonnie Brazier

Title: Vice President

Signatures: /s/Bonnie Brazier/s/

Date: September 21, 2016

### City of Coeur d'Alene

By: Steve Widmyer

Title: Mayor

Signature: \_\_\_\_\_

Date: October 18, 2016

### Attest:

By: Renata McLeod

Title: City Clerk

Signature: \_\_\_\_\_

Date: October 18, 2016

**GENERAL SERVICES COMMITTEE  
M E M O R A N D U M**

DATE: OCTOBER 6, 2016  
FROM: RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR  
RE: APPROVAL OF AMENDMENTS TO THE RECORDS RETENTION MANUAL

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**DECISION POINT:**

- Approval of amendments to the Records Retention Manual.

**HISTORY:** On December 5, 2006, the City adopted Resolution No. 06-075, (as amended by Resolution 14-036) approving a records retention manual as required by Idaho Code 50-907(5). Upon review of the manual, the following changes/updates are recommended:

- Updated list of Designated Records Managers
- Clarification of "Transitory Records" by addition of a definition and new definition of "Historical Records."
- Updated Department Filing Systems for the Administration Department
- Updated the destruction of records section to match Idaho Code
- Update to the disaster Recovery Plan to match current practices

A copy of the updated portion of the manual are attached for your information, all other portions of the manual will remain the same.

**FINANCIAL:** There is no financial impact to this amendment.

**DECISION POINT/RECOMMENDATION:**

- To approve the proposed amendments to the Records Retention Manual.

## INTRODUCTION

In 2005, the Idaho State Legislature amended I.C. 50-907, 50-908, and 50-909 which relate to the retention of public records for municipalities.

Part of the changes require that each City adopt by resolution a records retention schedule listing the various types of city records and the retention period for each type of record.

In January 2006, a Records Retention Manual Committee was formed which was comprised of each department's designated records manager. Through their efforts, the following manual has been developed for the City of Coeur d'Alene for use in the retention of city records.

In October 2013, the Committee met to review the policy and make applicable amendments. Specific changes included an updated list of records custodians, clarification to the transitory records definition and the addition of exempt records.

In 2015 the Idaho Code was amended to place all of the related transparency and ethical acts into one Idaho Code Title. This new title, Title 74, went into effect on July 1, 2015. No substantive changes were made to the records retention and disclosure code.

In 2016 the Idaho Code was amended to add a new category entitled "historical records" and to clarify how to dispose of electronic/digital records. The new code went into effect on July 1, 2016.



## MUNICIPAL RECORDS MANAGERS

The following are the designated municipal records managers:

City Clerk Renata McLeod

Official City Municipal Records Manager

Department Records Manager	Department
Amy Ferguson	Administration
Linda Wilson	Building
<del>Chris Bates</del>	<del>Engineering</del>
Chrisdee Imthurn	Finance
Jamie McDaniel	Fire
Melissa Tosi	Human Resources
Juanita Knight	Legal
Bette Ammon	Library
Alison Palmer	Municipal Services
<del>Chenoa Dahlberg</del>	<del>Parks and Cemetery/Recreation</del>
<u>Paula Austin</u>	
Shana Stuhlmiller	Planning
Becky Mumford	Police
<del>Paula Austin</del>	<del>Recreation</del>
Suzanne Sims	Streets Maintenance/ <u>Engineering</u>
Torri Green	Wastewater
Diane Melchiore	Water
<del>Warren Wilson</del> <u>Randy Adams</u> , Deputy City Attorney	Legal Counsel

## TRANSFER

1. The act of changing the physical custody of records with or without legal title.
2. The relocating of records from one storage area to another.

## TRANSITORY RECORD

Shall mean records which are not "permanent," "semi-permanent," "temporary," or "historical," as defined by Idaho Code Section 50-907. Transitory records shall be retained until they are no longer needed for the conduct of city business. Examples of such items include but are not limited to: internal information records such as telephone messages, notes, -appointment books, calendars /schedules, routing slips, used solely to disseminate information or similar administrative purposes ~~and other records with very short lived utility which may be destroyed when no longer needed for the conduct of city business~~audio tapes used for meeting minute preparation not related to land use and security tape footage. These shall be retained until they are no longer needed.

## TRANSMITTAL LIST

A document that lists the records being transferred from one area to another such as from active storage to inactive storage. The document may also transfer legal responsibility for the records as well as physical custody.

-U-

## UNSCHEDULED RECORDS

Records for which no retention period has yet been determined.

-V-

## VALUATION

The determination, based on fair market prices, of the monetary value of documents.

## VAULT

A security storage area constructed of fire-resistant material and structurally independent from the building in which it is located.

## VERTICAL FILE CABINET

Storage equipment that is deeper than it is wide. Files are arranged front to back.

## VITAL RECORD

DEPARTMENT: ADMINISTRATION

The Administration Department has an alphabetical filing system, with the exception of the Public Works Committee files, which are maintained by date.

1. A two drawer file cabinet is maintained in the Executive Assistant's office area for the current year's Mayor and City Administrator files (correspondence and miscellaneous file). Older files and correspondence from the Mayor's Office are scanned and located in the Pigeonhole Document Management Program, Library/Mayor. file cabinet is maintained for the City Administrator's files.
2. There is a large black filing cabinet in the hallway area north of the IT server room that contains older files from the previous City Administrator. These files will be reviewed, scanned as necessary, and a request for destruction submitted in 2016. A file cabinet is maintained for the Mayor's files.
3. The Mayor and City Administrator maintain personal working files in their offices.
- ~~1.4.~~ Files for Boards, Commissions, and Committees are maintained by the Executive Assistant. The files have been scanned and are located in the Pigeonhole Document Management program, Library/Mayor/Boards Committees Commissions. and are located at her desk.
- ~~4.5.~~ Files for the Public Works Committee are maintained by the Executive Assistant. The current year's files, along with all hard copies of the minutes and agendas are located at the Executive Assistant's desk. Files older than one year have been scanned and are located in the Pigeonhole Document Management program, Library/City council/Public Works. and are located at her desk.
- ~~5.6.~~ Computers files are located in AmyF/My Documents.

~~Files for the Parking Commission are maintained by the Executive Assistant and are located at her desk. — MOVED TO JUDY HOUSE, Legal Department~~

~~Files for the Arts Commission are maintained by the Executive Assistant and are located at her desk.~~

### **Deputy City Administrator**

One file cabinet with project files in alphabetical order.

### **Project Coordinator**

1. Current projects files are located on desk top, either against the window or upright against in box (with the exception of some of the Library files). The Library Public art proposals are located in the bottom drawer of the lateral file cabinet next to the printer as one enters the Administration Department. The second drawer from the bottom contains all of the shop drawings and submittals for the Library project.
2. Open files of projects worked on throughout the year, (e.g., Fort Grounds, Education Corridor, and background info. Re: Grants) are located in the upper file drawer of the grey rolling file cabinet behind desk chair, against the wall.
3. Personnel Rules research, past approved rule changes, research etc, are all located in the tan file cabinet under desk.
4. Archived files are located in the top two drawers of the lateral file cabinet next to the printer as one enters the Administration Department.

Computer files are located under My Documents; each project has a separate file folder. All Arc View projects are located on the GIS "G" drive on the network, under the Project folder either "Project Coordinator" (Renata) or LCDC.

### **PROJECT COORDINATOR/ASSISTANT TO THE MAYOR**

1. Current project files are located on the right side of printer on the desktop. Files that are used all year long for scheduling, etc., are in the bottom drawer of the short, beige filing cabinet on the right of my desk. The top drawer has stationery and old BDPA and employee survey files.
2. The tall bookcase to the right of desk and near the window has: top shelf—old Kroc grant files; next shelf—some newspaper articles of Kroc, and binders of former Talk of the Towns and Fact Booklets. On the next shelf are more old Kroc files. On the next shelf are writing pads, and silverware and dishes for the city hospitality events. On the very bottom shelf are more dishes, small, black, velour bags for silver retirement medallions, and old DEQ Consent Order files.

3. ~~The short, black, two-drawer file has (top drawer) a current, Enough is Enough binder, Enough is Enough materials, a few folders of data sheets, and some of the information on Developmental Assets from October 2003 conference. In the bottom drawer are old, Pay for Performance files, developmental assets materials, and backpacks from Ironman.~~
4. ~~In the tall and large, black file cabinet: top drawer/area — primarily marketing items, e.g., city pins, small envelopes to put pins in, city cups, etc. The next drawer contains either personal or miscellaneous items. In the middle drawer are ongoing projects files, e.g., AIC City Achievement Awards, Employee Empowerment and Recognition, North Idaho Mayors Coalition, Student Representatives, Talk of the Town, etc., primarily in alphabetical order. In the bottom two drawers of the tall black cabinet are the Mayor's files, in alphabetical order.~~
5. ~~In the brown, wooden bookcase are project notebooks (Mayors Coalition and Youth Council), as well Legislative Committee Files and marketing items.~~
6. ~~In the small, beige cabinet to left of desk, bottom drawer, are files from recent Meetings with the Mayor, stationery, and various forms.~~
7. ~~Computer files are located under My Documents. Current and old projects have individual files. Data files are under Program Files/SPSS.~~

## DESTRUCTION OF SEMI-PERMANENT AND TEMPORARY RECORDS

1. Semi-permanent and temporary records may only be destroyed by resolution of the City Council. Such disposition shall be under the direction and supervision of the City Clerk. Upon electronic retention of such documents the paper copy will be deemed a copy and may be destroyed outside of the resolution process.
2. To obtain approval for the destruction of certain records, the following process shall be followed:
  - a. Submit a detailed list of records the department wishes to be destroyed to the City Clerk. Such list shall include a minimum of type of record (semi-permanent/temporary), dates of records and a brief description of what the record is, e.g. contracts, invoices, purchase orders.
  - b. The City Clerk shall compile a list of all records the departments wish to be destroyed and submit the list to the City Attorney for review and authorization to proceed.
  - c. The City Attorney's office shall prepare a resolution listing the records recommended for destruction.
  - d. The Resolution will be presented to the City Council for adoption.
3. Prior to the destruction of ~~semi~~-permanent records, the City Clerk shall provide written notice, including the detailed list of the ~~semi-permanent~~ records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any permanent or historical records.
4. Once the approvals have been obtained for the destruction of records-semi-permanent/temporary records, the designated custodian of records may destroy the records under the supervision of the City Clerk.

## DISASTER RECOVERY PLAN

In the unfortunate event of a major disaster or system failure, the City has instituted the following backup programs which will allow the City to continue its operation with minimal interruption with the following systems:

### Information Systems Disaster Recovery Plan for City Hall

#### Priority Server Restore

##### Springbrook:

~~Resie: Springbrook -Database DB is backed up live at Noon and 7:00 PM daily. This backup is compressed and then pushed up sent offsite over our network to a server at the Police Department. (\\flash\support\$\chdbBackup\\Vortex\DS\CH-Backups\B2Disc)~~

~~This single file backup can be taken to City Hall at Post Falls, and restored to their Springbrook installation. (Pending agreement) We will bring our DB over on either CD or a DVD, and restore from that.~~

~~Information Systems is planning on having equipment in place to run Springbrook from the Police department in the event of a disaster.~~

~~Information Systems can restore and run Springbrook from servers located at the Police Department if the need arises.~~

##### Email:

~~Email Servers are backed up nightly to an offsite server at the Police Department. In the event of a disaster, new servers would have to be ordered and installed at a disaster recovery site so we could restore the City Hall email servers to working condition.~~

~~Thor: DB is backed up nightly to tape. Because of the size of this db, there is currently no way to keep a concurrent copy at an offsite location. In the event of a disaster, we would likely lose a full weeks worth of Email.~~

~~We need a standby server at the offsite location to restore the email server to ?? . This server could also serve as a backup Springbrook DB server.~~

##### FileServers:

~~Fileservers are backed up nightly to tape, and that tape is rotated out of the building every Tuesday morning.~~

##### Database/Applications/Web Servers:

Other servers are backed up nightly, to tape, or to offsite file locations over our network. To begin restoring we would need to obtain new servers and storage to restore the backups onto.

~~CDAGIS: We're consolidating user's home directories and contents of the G: drive to a single logical file space on CDAGIS. This space is replicated in real time to the server FLASH, located at the Police Department. We cannot replicate active databases with this technology, as they would generate too much traffic, and they'd overwhelm our bandwidth between sites.~~

~~Need to move the Legal directories from ODIN and MEL to the DFS Tree for better protection. The legal access db (or any Access DB) cannot operate off the DFS Tree.~~

~~Need to set \\excalibur.local\dfs\home\%username%\mydocs as redirected My Documents for all users via Group Policy. Establish all Home directories in proper location.~~

~~Establish Department work directories under the DFS Tree for Replication. (HR ADMIN, etc.) Stop using Arthur as a file server.~~

### **Permits**

~~MEL:Mel contains all of the Images of the Scanned documents. This Server would have to be restored from Tape.~~

~~MADMAX: The MYSQL database is copied nightly (5:00 PM) to \\FLASH\Support\$\CHDBBackup\Permits~~

~~(where are the executables for Permits located? How would we get permits running off workstations located at the North Network?)~~

### **Pigeon Hole:**

~~The documents/pdfs that Pigeon hole uses would have to be restored from Tape. The Database that indexes these PDF's is backed up nightly to \\flash\support\$\CHDBBackup\PigeonHole~~

### **IT Support Files**

~~Various utilities and Workstation images are kept at \\CDAGIS\support\$. This data would be critical for speedy restore and rollout of workstations in the event of a crisis relocation. Would currently need to be restored from a tape backup. We may wish to consider manual syncing with a remote copy at another location.~~

### **Server Hardware**

~~City Hall is currently home to 10 separate, distinct servers. (This number is growing, will be upwards of 20 servers within next 3 years.)~~

~~The Police department currently has only 3 servers.~~



In the event that City Hall would become unusable, we'd need to quickly rebuild several servers, with comparable hardware to that of the original source server. The use of virtualization in server deployment would help facilitate a quicker recovery.

~~(It's difficult to restore entire systems back to dissimilar hardware)~~

~~It would be possible to build a few hot spare servers and leave them at the Police department. These servers could quickly be brought up to run Springbrook, email, and Permits. These "Hotspares" would be used for other tasks in the meantime; we would not leave them standing by in a completely idle state.~~

### **Desktop Workstations**

There are currently 120 workstation in use at City Hall. We would need to acquire new workstations to replace any lost in a disaster event.

~~Need a count on how many workstations are located within City hall. We'd need to put in a rush order with a computer manufacturer.~~

## Orphaned buildings

City Hall is a Critical hub for the information that flows through the city. In event that City Hall were destroyed, all other buildings would lose internet connectivity, phone services, and various other communications access. ~~Fire Stations 1 and 3, as well as the Wastewater admin and ?? would be cut off from contact with all the data contained within City Hall, (or it's newfound temporary home, where ever that may be.)~~

~~Fire Station 1 is currently hosting most of the Data that the Fire Department utilizes in day to day operations. Fire 2 and Fire 3 would not be able to get to that data.~~

~~Wastewater Admin and Criminal Legal would need a standalone replacement server built to cater to their operating needs.~~

A redundant fiber ring or backbone would allow us to keep these buildings online in the event of a disaster at city hall, or any other city location for that matter.

**FINANCIAL OPERATIONS BACKUP:** ~~In 2004, the City of Coeur d'Alene has entered into the following agreement with the City of Post Falls to provide backup support in case of a complete system failure or in the event of a disaster in the City which would prevent the continuation of the City's financial processes.~~

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 10th, 2016  
**FROM:** Kyle Marine, Assistant Water Superintendent  
**SUBJECT:** Approval of T-Mobile Third Supplemental Agreement

=====

**DECISION POINT:**

Water Department staff requests Council approval of a Third Amendment to the Option and Lease Agreement with T-Mobile West LLC for modifications to the current cell site at Industrial Standpipe and adjustment of lease rates.

**HISTORY:**

It is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. Such is the case with the two Water Department Standpipes, Industrial and Prairie. Sprint/Nextel and New Cingular Wireless/AT&T leased space on the top of the Prairie Standpipe. Cricket Wireless and T-Mobile leased space on the Industrial Standpipe. Cricket terminated their contract in 2015 and removed their equipment leaving T-Mobile the sole lessee on the Industrial Standpipe. T-Mobile is now proposing to expand their equipment on the standpipe. Their last Supplemental Agreement to the contract increased the number of antenna panels from 9 to 11. In addition to that work they are now proposing to install a small standby generator and an above ground propane fuel tank.

**FINANCIAL ANALYSIS:**

As previously mentioned, the cellular provider initially presented a proposal to add 2 additional antenna panels to the Industrial Standpipe antenna array and are now proposing the addition of the standby generator and an above ground fuel tank. After review of the lease agreement, the supplemental agreements and some research into similar lease agreements around the Pacific Northwest, staff determined this was an additional material modification and a further increase in rent was justified, mainly due to the potential hazard of the fuel tank. Staff entered into negotiations with T-Mobile Wireless and settled for a \$500.00 increase in the monthly lease rate. The provider is currently paying a monthly lease rate of \$1,368.00. The proposed supplemental agreement will increase the lease rate to \$1,868.00 per month, with a yearly 3% escalation factor.

**PERFORMANCE ANALYSIS:**

In return for use of the water system facilities, the cellular providers are charged a monthly lease rate. Typically at the time of contract negotiations, staff has compared similar lease rates in the region. The rate and escalation factors are then negotiated and entered into the contract. As this was deemed a material change to the original lease agreement and related supplemental agreement, staff felt it was justified to review the current lease rates. T-Mobile is currently paying a lease rate of \$1,368.00. Similar leases in the Idaho/Washington area range from \$750 to \$2,200 and on the west coast up to \$3,200. Staff felt that \$1,868.00 per month would be appropriate for the proposed changes and especially due to the increased hazard of the propane fuel tank. A supplemental agreement has been drafted and submitted for the Mayor's signature

**DECISION POINT/RECOMMENDATION:**

Staff requests City Council approval authorizing the Mayor to sign the proposed Third Amendment to the Option and Lease Agreement with T-Mobile West LLC to allow installation of additional antennas and an adjustment in lease rates for the Industrial Standpipe.

### THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment") is made and entered into on \_\_\_\_\_, 201\_\_ ("Effective Date"), by and between City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

#### Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into an Option and Lease Agreement (the "Lease"), dated December 16, 2003, as amended by First Amendment to Option and Lease Agreement dated November 13, 2014, and further amended by Second Amendment to Option and Lease Agreement dated May 3, 2016, for a site located at 4945 Industrial Avenue, Coeur D'Alene, Idaho 83815 (the "Premises").

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's expansion of the Premises for the sole purpose of the installation of a generator and fuel tank as described and depicted in on Exhibit "A", which is attached hereto and by this reference incorporated herein, which equipment shall then be considered part of the "Antenna Facilities" under the Lease.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Five Hundred Dollars (\$500.00) per month as of thirty (30) days from the earlier of (a) the date of commencement of construction for the modification of the additional equipment or (b) the date of the last party to execute this Amendment. Thereafter, Rent shall be payable in accordance with the terms of the Lease.. Any future upgrades or modifications to the "Antenna Facilities" will be subject to review by the Landlord and may be subject to a rent adjustment. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of Tenant under the Lease, or amendments thereto, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease or amendments thereto by Tenant shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be reviewed and may be mutually agreed as time-barred, waived and released by Landlord.

3. Tenant's Notice Address. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant: T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn.: Lease Compliance  
Site No. SP01062A

4. Terms; Conflicts. The terms and conditions of the Lease and amendments thereto are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease and amendments thereto, all of which are ratified by the parties and shall

T-Mobile Site No: SP01062A  
T-Mobile Site Name: Heutter  
Market: Spokane

remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

5. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.


6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

**City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho**

**T-Mobile West LLC, a limited liability company**

By: \_\_\_\_\_  
Name: Steve Widmyer  
Title: Mayor  
Date: October 18, 2016

DocuSigned by:  
  
7804D19EE024411...  
By: \_\_\_\_\_  
Name: Philip Hankins  
Title: SrSr. Area Director  
Date: 9/27/2016

*Approved as to form*  


ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

EXHIBIT A

*See attached*

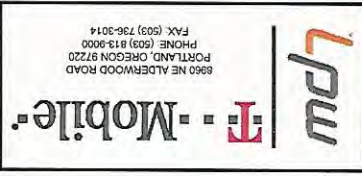
T-Mobile Site No: SP01062A  
T-Mobile Site Name: Heutter  
Market: Spokane

# T-Mobile®

SITE NUMBER: **SP01062A**      SITE NAME: **HUETTER WATERTANK**

FILE NAME: **SP01062A\_HUETTER WATERTANK\_GEN\_PCD\_MD7\_6-2-2016**

SITE LOCATION:  
**5007 W INDUSTRIAL AVENUE  
 COEUR D'ALENE, ID 83815**



**NEW WAVE ARCHITECTURE**  
 1133 104TH STREET SW  
 SUITE 202  
 LYNNWOOD, WA 98037  
 OFFICE: (425) 778-3800  
 JAVNEW@NEWARCH.COM

DATE: 6-2-16  
 PREPARED BY: YJL  
 APPROVED BY: JVS

NO	DATE	DESCRIPTION
1	6-2-16	PRELIMINARY PERMIT

SITE  
 SP01062A  
 HUETTER  
 WATERTANK  
 5007 W INDUSTRIAL AVE  
 COEUR D'ALENE, ID 83815

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

**DRAWING INDEX**

SHT. NO.	DESCRIPTION
T-1	TITLE SHEET
SP-1	GENERAL NOTES
SP-2	OVERALL SITE PLAN
A-1	ENLARGED SITE PLAN
A-2	ELEVATIONS
A-3	DETAILS
A-4	GENERATOR SPECIFICATION
A-5	GENERATOR AND PROPANE TANK SPECIFICATION
A-6	GROUNDING PLAN, NOTE AND DETAILS
E-1	

**LEGAL DESCRIPTION**

NW EX R/W

**PROJECT INFORMATION / CONTACT**

**APPLICANT:** T-MOBILE U.S. INC.  
 9960 NE ALDERWOOD ROAD  
 PORTLAND, OR 97220  
 PHONE: 203-915-9000  
 FAX: 503-762-3014

**PROJECT CONSULTANT:**  
 MD7 LLC  
 10970 SE WASHINGTON ST, SUITE 203  
 PORTLAND, OR 97216

**PROPERTY OWNER:**  
 CITY OF COEUR D'ALENE (CITY HALL)  
 4920 N HUETTER RD  
 COEUR D'ALENE, ID 83814

**TOWER OWNER:**  
 CITY OF COEUR D'ALENE (CITY HALL)  
 4920 N HUETTER RD  
 COEUR D'ALENE, ID 83814

**PROJECT ARCHITECT:**  
 NEW WAVE ARCHITECTURE INC.  
 1133 104TH ST SW SUITE 202  
 LYNNWOOD, WA 98037  
 CONTACT: JAY SEO  
 OFFICE: 425-778-3800  
 EMAIL: jseo@newwavearch.com

**APPLICATION AGENT:**  
 CONTACT: COURTNEE GOMEZ  
 MOBILE: 916-527-4157  
 email@gomezarch.com

**ZONING AGENT:**  
 MD7 LLC, SEAN MADDOCK  
 OFFICE: 425-778-3800  
 MOBILE: 865-964-7426  
 email: smaddock@md7.com

**CODE INFORMATION:**  
 JURISDICTION: CITY OF COEUR D'ALENE  
 ZONING: AG  
 BUILDING CODE: 2012 IBC STANDARDS AND AMENDMENTS  
 OCCUPANCY: U  
 CONSTRUCTION TYPE: II-B

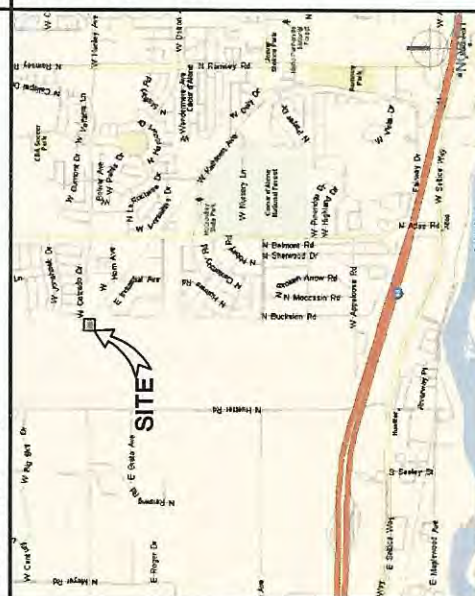
**TAXLOT NUMBER:** 56N0143.5730  
**LATITUDE:** 47° 45' 48.02" N (NAD 83)  
**LONGITUDE:** 116° 57' 26.85" W (NAD 83)  
**ELEVATION-GROUND:** 2,281.3 FEET ANSL (NAVD 88)

**DRIVING DIRECTIONS**

**DIRECTIONS TO SITE**

- FROM T-MOBILE PORTLAND OFFICE (8960 NE ALDERWOOD ROAD) TURN RIGHT ON NE ALDERWOOD RD AND GET ON I-205 S FROM NE ALDERWOOD RD AND
- NE AIRPORT WAY
- TAKE I-54E I-82W US-395 N AND I-90 E TO E SELTICE WAY IN KOOTENAI COUNTY
- TAKE I-90 E TO I-54E
- USE THE LEFT 2 LANE TO MERGE ONTO E SELTICE WAY (SIGNS FOR ID-4 INFRASTRUCTURE SPIRIT LAKE/COEUR D'ALENE)
- TURN LEFT ON I-54E TO I-90 E AND
- TURN LEFT ON I-90 E ON DAMO CENTENNIAL TRAIL
- DESTINATION WILL BE ON THE LEFT

**LOCATION MAP**



**DOCUMENT REVIEW SIGN OFF**

SIGNATURE	DATE	SIGNATURE	DATE
PROJECT MANAGER		DEVELOPMENT MGR.	
SITE ACQUISITION		RF ENGINEER	
ZONING		OPERATIONS MGR.	
CONSTRUCTION MGR.		CONSTRUCTION MGR.	
INFLUENCE COORD.		REGULATORY	
		PROJECT MANAGER	

**CONFIDENTIAL AND PROPRIETARY**

Not for disclosure outside T-Mobile USA, Inc. without permission.

CONTRACTOR NOTES:

THE ARCHITECT/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK...

GENERAL NOTES:

DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY...

THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.

THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, MATERIALS, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURERS' VENDORS' SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

ANTENNA SUPPORTING POLE IS UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION SUB-CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS.

ERECTOR SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF PERSONNEL AND PROPERTY FROM HAZARDOUS EXPOSURE TO OVERHEAD DANGERS.

GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND APPROVA OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.

THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS AND UTILITIES FROM DAMAGE THAT MAY OCCUR DURING CONSTRUCTION. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

CONTRACTOR SHALL ENSURE THE GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE THROUGHOUT CONSTRUCTION. EXISTING EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY, PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SALDGES OF ANY NATURE.

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODES, REGULATIONS AND SAFETY REQUIREMENTS, ALL APPLICABLE FEDERAL, STATE, LOCAL, TRIBAL, AND MUNICIPAL, AUTHORITIES, AND ANY UTILITY COMPANIES' REGULATIONS AND DIRECTIVES.

THE DRAWINGS AND SPECIFICATIONS ARE A GENERAL DIRECTIVE FOR THE SCOPE OF WORK. DIMENSIONS AND LOCATIONS MAY CHANGE IN THE FIELD. THE CONTRACTOR IS TO VERIFY DIMENSIONS AND LOCATIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPRESENTATIVE ANY MINOR ERRORS AND OMISSIONS IN THE DRAWINGS AND SPECIFICATIONS DOES NOT EXCLUDE THE CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.

CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS TO CONFIRM LENGTHS OF CABLE TRAYS AND ELECTRICAL LINES AND ANTENNA MOUNTINGS.

VERIFICATION THAT EXISTING TOWER/POLE/STRUCTURE CAN SUPPORT THE NEW ANTENNA, COAX & ADDITIONAL EQUIPMENT LOADING IS TO BE DONE BY OTHERS.

CIVIL NOTES:

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATED IN THE SPECIFICATION PROJECT SUMMARY
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE PCS EQUIPMENT, TOWER AREAS, AND ADJACENT BUILDINGS.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO THE CRUSHED STONE APPLICATION.

SUBGRADE AND BASE PREPARATION:

1. FOR SLAB-ON-GRADE CONSTRUCTION IT WILL BE NECESSARY TO OVEREXCAVATE THE SITE BY 2'-0" AND IMPORT AN APPROVED GRANULAR FILL. THE FILL SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DRY UNIT WEIGHT WITH A MOISTURE CONTENT WITHIN 2% OF THE OPTIMUM.

2. COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN SUCCESSIVE HORIZONTAL LAYS WITH EACH LAY NOT MORE THAN 4" THICK. EACH LAYER SHALL BE MECHANICALLY COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY.

3. ANY ORGANIC MATERIAL, DELETERIOUS MATERIAL, OR DISTURBED SOIL SHALL BE REMOVED FROM FLATWORK AREAS.

4. THE GROUND SURFACE SURROUNDING EXTERIOR STRUCTURES SHALL BE SLOPED TO DRAIN AWAY IN ALL DIRECTIONS.

SPECIAL INSPECTIONS:

1. CONTRACTOR SHALL PROVIDE REQUIRED SPECIAL INSPECTIONS PERFORMED BY AN INDEPENDENT INSPECTOR, APPROVED BY TAMOBILE AND THE LOCAL JURISDICTION, AS REQUIRED BY THE 2012 IRC SECTION 1705 WITH WASHINGTON AMENDMENTS FOR THE FOLLOWING:
A. CONCRETE. PROVIDE SPECIAL INSPECTION PER 1705.9.

1. TAKE CONCRETE TEST SPECIMENS FOR TESTING PLACING OF STRUCTURAL REINFORCING AND STRUCTURAL CONCRETE. EXTERIOR AND INTERIOR SLABS ON GRADE ARE NOT STRUCTURAL ELEMENTS.

B. BOLTS. VERIFY REINFORCING SIZE, PLACEMENT, AND GRADE.
i. HOLD-DOWN ANCHORS BOLTS. INSPECT SIZE, LENGTH, HOOK AND TIE TO REINFORCING.
ii. ADHESIVE ANCHORS: INSPECT HOLE SIZE, DEPTH, CLEANLINESS, AND INSTALLATION PER MANUFACTURERS RECOMMENDATIONS.

C. WELDING.
i. MANUALLY INSPECT ALL STRUCTURAL FIELD AND SHOP WELDING.
ii. THE SPECIAL INSPECTOR NEED NOT BE CONTINUOUSLY PRESENT DURING WELDING. PROVIDED THE MATERIALS, QUALIFICATIONS OF WELDING PROCEDURES AND WELDERS ARE VERIFIED PRIOR TO THE START OF WORK. PERIODIC INSPECTIONS ARE MADE OF WORK IN PROGRESS, AND A VISUAL INSPECTION OF ALL WELDS IS MADE AFTER COMPLETION OR PRIOR TO SHIPMENT OF SHOP WELDING.

2. PROVIDE SPECIAL INSPECTIONS FOR OTHER ITEMS NOTED ON DRAWINGS TO CONFIRM COMPLIANCE WITH CONTRACT DOCUMENTS.

3. THE SPECIAL INSPECTOR SHALL PROVIDE A COPY OF THE REPORT TO THE OWNER, ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR, AND BUILDING DEPARTMENT.

CONCRETE NOTES:

- 1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH A.C.I. 318-08, A.C.I. 318-95 AND THE SPECIFICATION CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, ALL CAST-IN-PLACE CONCRETE SHALL BE NORMAL WEIGHT, NON-AERATED, AND FINISHED TO A SMOOTH, FINISH. ALL CONCRETE SHALL BE PLACED AT A MAXIMUM OF 3 SQUARE FEET PER CY. PORTLAND CEMENT SHALL BE USED WITH A MAXIMUM AGGREGATE SIZE OF 3/4" AND 6% 1% AIR ENTRAINMENT. ALL CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT (W/C) RATIO OF 0.48.
3. ALL CONCRETE REBAR WORK SHALL HAVE A STIFF, BROOM FINISH AND HAVE A SLOPE OF 1/8" PER FOOT UNLESS NOTED OTHERWISE.

4. REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO A.S.T.M. A615, GRADE 60, DEFORMED.

5. DETAIL, FABRICATE AND ERECT REINFORCEMENT BARS, INCLUDING BAR SUPPORTS, SFACHERS ETC. IN ACCORDANCE WITH DETAILING OF CONC. REINFORCEMENT (A.C.I. 318-08, REV. 1986).

6. UNLESS OTHERWISE NOTED, ALL LAP SPICES SHALL BE CLASS 8 CONFORMING TO A.C.I. 318-08.

7. A CHAMFER OF 1" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE IN ACCORDANCE WITH A.C.I. 301 SECTION 4.2.4 UNLESS OTHERWISE NOTED.

8. CONCRETE WORK SHALL BE COORDINATED WITH THE MECHANICAL, EQUIPMENT, AND ELECTRICAL WORK TO ASSURE THAT PIPES, CONDUITS INSERYS, ETC. ARE IN PLACE AND VERIFIED BEFORE PLACING CONCRETE.

9. CONCRETE COVER FOR REINFORCING BARS SHALL CONFORM TO THE FOLLOWING UNLESS INDICATED OTHERWISE:
CONCRETE COVER TO WEATHER OR IN CONTACT WITH GROUND - 2 INCHES
-CONCRETE CAST AGAINST EARTH- 3 INCHES

10. COORDINATE LOCATION OF STEEL ANCHOR BOLTS WITH STEEL FABRICATOR PRIOR TO INSTALLATION IN FIELD.

11. CONTRACTOR SHALL PROVIDE SLEEVES FOR ALL WALL SLAB PENETRATIONS PIPING, CONDUIT, ETC.) POWER, TELLCO AND COAX TO ENTER SITE UNDER EQUIPMENT SLAB.

Mobile logo and address: 9860 NE ALBERMAR ROAD, PORTLAND, OR 97218, PHONE: (503) 813-4000, FAX: (503) 726-3014

NEW WAVE ARCHITECTURE logo and address: 1133 14TH STREET SW, SUITE 202, VANCOUVER, BC V6C 3K5, OFFICE: (604) 778-3800, JAVANE@NEWWAVEARCH.COM

Table with columns: DATE, PREPARED BY, APPROVED BY, YIELD, JYS

Table with columns: NO, DATE, DESCRIPTION, PRELIMINARY PERMIT

BITE: SP01062A HUEITTER WATERTANK 6077 W INDUSTRIAL AVE COEUR D'ALENE, ID 83816

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: SP-1



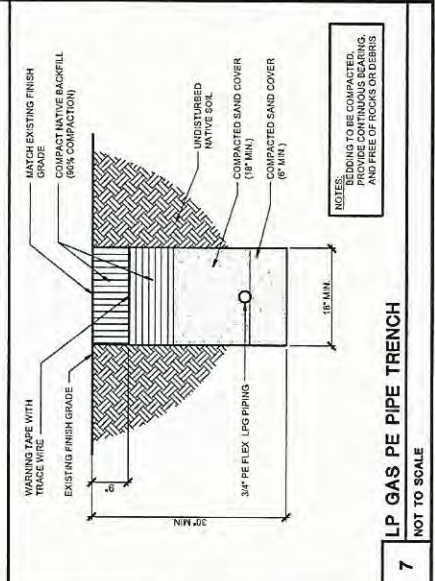
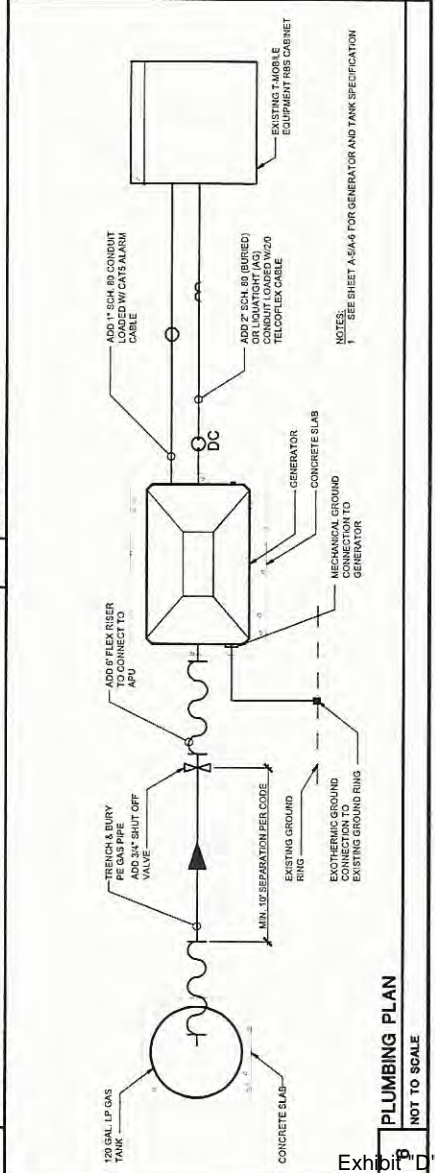
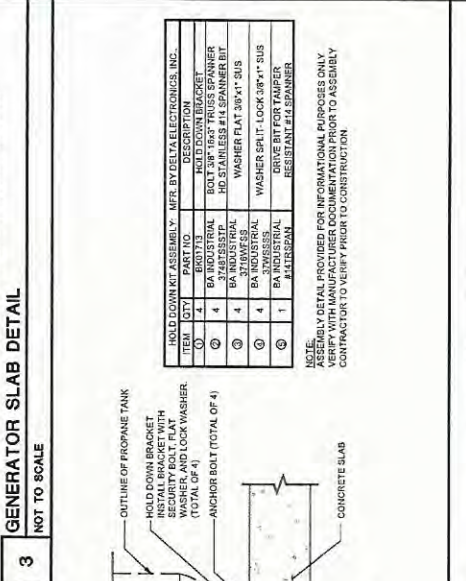
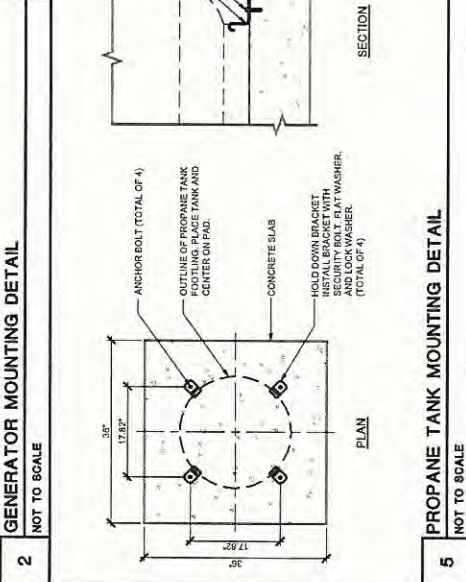
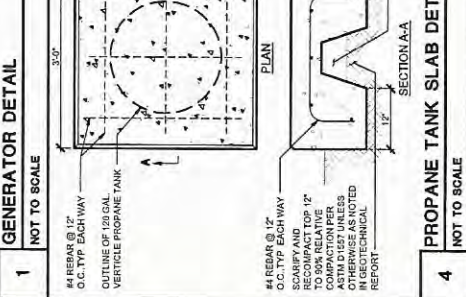
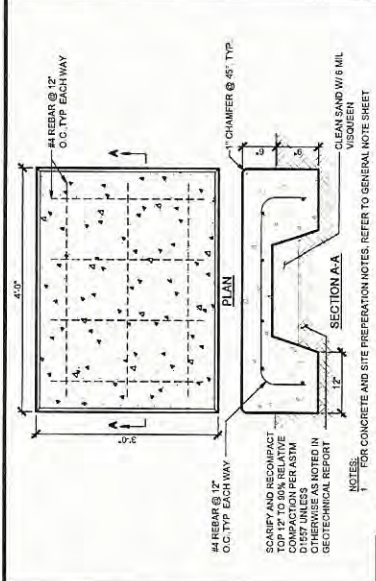
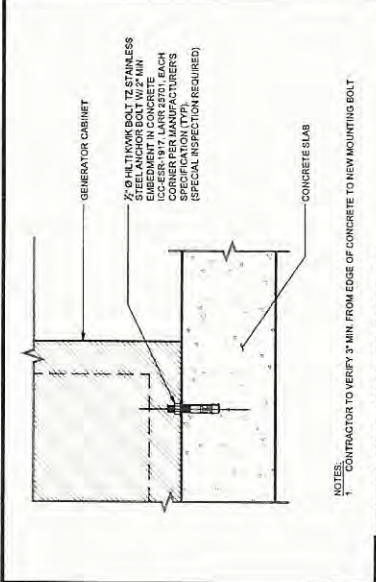
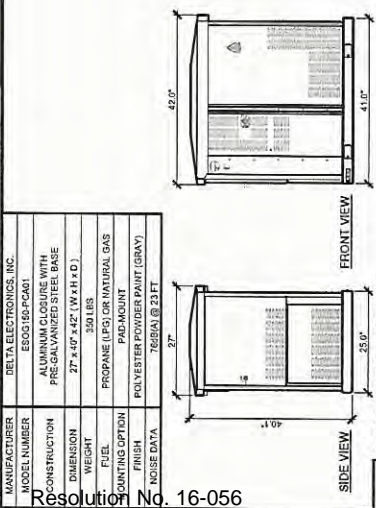








MANUFACTURER	DELTA ELECTRONICS, INC.
MODEL NUMBER	ES00156-PCAB1
CONSTRUCTION	ALUMINUM CLOSURE WITH PRE-GALVANIZED STEEL BASE
DIMENSION	27" x 49" x 42" (W x H x D)
WEIGHT	391 LBS
FUEL	PROPANE (LPG) OR NATURAL GAS
MOUNTING OPTION	PAD-MOUNT
FINISH	POLYESTER POWDER PAINT (GRAY)
NOISE DATA	76 DB(A) @ 23 FT



**NEW WAVE ARCHITECTURE**  
1133 18th STREET SW  
SUITE 202  
LYNN, WA 98549  
PHONE: (425) 778-3800  
OFFICE: (425) 778-3800  
JAN@NEWWAVEARCH.COM

**DATE:** 6-2-16  
**PREPARED BY:** YHL  
**APPROVED BY:** JYS

NO.	DATE	DESCRIPTION
1		PRELIMINARY PERMIT

**SUBMITTALS**

**SHEET TITLE**  
SP01062A  
HUETTER  
WATERTANK

**DETAILS**

**SHEET NUMBER**  
A-4









## **PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** October 10, 2016  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

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### **DECISION POINT:**

The City Council is requested to authorize staff to sign an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2017 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$238,000.00.

### **HISTORY:**

Each year and in conformance to the 2013 Sewer Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement and/or rehabilitation of the City's aging sewer infrastructure. This fiscal year, the WW has identified and scheduled public sewer mains in 4 different locations for open trench replacement. See Exhibit 1.

### **FINANCIAL ANALYSIS:**

Annually, the WW budgets \$700,000.00 for CIP projects, and inflow flow monitoring and reduction. (031-022-4352-7901)

### **PERFORMANCE ANALYSIS:**

In 2013; the WW solicited proposals (RFP) from local engineering firms. J-U-B received the highest proposal score and has assisted the WW since 2008. They have historically demonstrated their commitment and responsiveness to the City and have successfully performed to the WW's satisfaction. A copy of the Professional Agreement with J-U-B is accompanying this report.

This contract will be J-U-B's 4<sup>th</sup> year stemming from the criteria outlined within the 5-year RFP.

### **RECOMMENDATION:**

The Council may wish to authorize staff to sign an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2017 Wastewater Collection System Capital Improvement Projects at a cost of \$238,000.00.

**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**J-U-B ENGINEERS, INC**

**for**

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2017 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT  
PROJECTS**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2017 summarized as follows:

- Trenchless Rehabilitation Projects
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Capital Improvement Projects – Pending City authorization
- Management Reserve

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2017.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Thirty-Eight Thousand Dollars and NO / 100 (\$238,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the

Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.



IN WITNESS WHEREOF, this agreement executed the day and year first written above.

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

*Steph P. James, PE.*

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

*Paul A. Klatt*

Name / Title

PAUL A. KLATT, ASST. AREA MANAGER

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF Idaho )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of OCTOBER, 2016, before me, a Notary Public, personally appeared Stephen P. James, known to me to be the Area Manager of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Susan A. Cozzani  
Notary Public for Idaho  
Residing at Hayden  
My Commission Expires: 5-25-21





**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Schedule, and Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**BACKGROUND**

This scope of work is a continuation of services for the City of Coeur d'Alene Wastewater Department's Collection System Projects. The work encapsulates capital improvement projects from the 2013 Collection System Master Plan Update, as well as the Department's yearly replacement and rehabilitation projects. Additional efforts to identify and remove inflow from the collection system have also been included to reduce peak flows during storm events, thereby maintaining adequate reserve capacity in the collection system and reducing the peak hydraulic load to the wastewater treatment facility.

This Scope of Services is therefore separated into the following tasks and detailed in the following pages:

**SCOPE OF SERVICES**

J-U-B's Services under this Agreement consist of the following:

- Task 000: Project Administration and Client Meetings
- Task 100: Trenchless Rehabilitation Projects
  - Subtask 001: Condition Assessment and Prioritization Methodology - *Reserved*
  - Subtask 002: Cured-in-Place Pipe Design – *Reserved*
  - Subtask 003: Manhole Rehabilitation Design
  - Subtask 102: Cured-in-Place Pipe Construction Management Services – *Reserved*
  - Subtask 103: Manhole Rehabilitation Construction Management Services
- Task 200: Open Trench Replacement Projects
  - Subtask 001: Open Trench Design
  - Subtask 101: Open Trench Construction Management Services
- Task 300: Inflow and Identification Reduction
- Task 400: Capital Improvement Projects
  - Subtask 001: Capital Improvement Project C.2 Design – *Pending City authorization*
  - Subtask 101: Capital Improvement Project C.2 Construction Management Services - *Reserved*
- Task 500: Management Reserve

**TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS**

- J-U-B will provide Project Management for the Collection System Projects as follows:
- Set up Project into J-U-B's accounting and record keeping systems for document retention and project controls.
- Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires.
- During periods of project activity, provide a monthly report to CLIENT on project status, budget and schedule. This report may be in the form of an email or an attachment to the monthly invoice.
- Provide a monthly invoice including budget status.
- Provide ongoing document handling and filing.
- Close-out the Project in J-U-B's accounting and record keeping systems.

## **TASK 100: TRENCHLESS REHABILITATION PROJECTS**

### **SUBTASK 001: CONDITION ASSESSMENT AND PRIORITIZATION**

- This task was completed in 2014 and has been implemented as part of the ongoing rehabilitation and replacement projects. No work is expected in Fiscal Year (FY) 2017.
- If CLIENT identifies tasks under this item, the work will be completed under Task 500: Management Reserve.

### **SUBTASK 002: CURED-IN-PLACE PIPE DESIGN**

- Based on preliminary discussions with the CLIENT in FY 2016, no CIPP is anticipated in FY 2017 and is not included in this scope of services.
- If CLIENT identifies tasks under this item, the work will be completed under Task 500: Management Reserve.

### **SUBTASK 003: MANHOLE REHABILITATION DESIGN**

- In an effort to reduce infiltration and inflow (I&I) into the collection system and to reduce operations and maintenance (O&M) costs, the CLIENT has requested engineering services to procure manhole rehabilitation construction for up to five (5) manholes using an interior protective coating. This task shall consist of reviewing project goals, evaluating alternative coating systems, reviewing and prioritizing candidate manhole structures identified by CLIENT, and preparing public works construction procurement documents for a rehabilitation project.
- Engineering services shall consist of the following:
  - J-U-B will conduct a kick-off meeting with CLIENT to review project goals, objectives, milestones, and list of potential manholes for rehabilitation for the 2017 project.
  - J-U-B will conduct a site visit with CLIENT to review up to ten manholes and assist CLIENT with prioritizing manholes for rehabilitation. Field review will be based on suitability and need for rehabilitation for corrosion protection based on above-grade, visual observations. Confined-space entry inspections, tests, and structural assessments will not be completed unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
  - Based on previous project experience and availability of local coatings applicators, the basis of design for manhole rehabilitation is expected to be Spraywall® by Sprayroq Protective Lining Systems®. J-U-B understands CLIENT may request to evaluate alternative coating systems for suitability for corrosion protection of existing manhole structures. J-U-B will conduct one meeting with CLIENT and a vendor or applicator of an alternative coating system to evaluate the effectiveness and suitability of the system for CLIENT's project. J-U-B will summarize salient aspects of the alternative coating system with respect to CLIENT's project in email format.
  - J-U-B will provide exhibits indicating manhole locations, a rehabilitation schedule, and a summary of each manhole including the following information: street intersection location, manhole diameter, approximate depth to invert, manhole material, apparent degree of surface degradation (based on above-grade, visual observations) for use in describing the level of rehabilitation needed, and influent and effluent pipe sizes and relative locations.
  - J-U-B will prepare an opinion of probable cost based on the final bid schedule and average unit prices from prior projects with similar project conditions.

### **SUBTASK 102: CURED-IN-PLACE PIPE (CIPP) CONSTRUCTION MANAGEMENT SERVICES**

- Based on preliminary discussions with the CLIENT in FY 2016, no CIPP is anticipated in FY 2017 and is not included in this scope of services.
- If CLIENT identifies tasks under this item, the work will be completed under Task 500: Management Reserve.

### **SUBTASK 103: MANHOLE REHABILITATION CONSTRUCTION MANAGEMENT SERVICES**

- J-U-B will assist the CLIENT with procuring a small public works construction project with an expected value less than \$25,000 by holding a pre-quote meeting with potential contractors.
- J-U-B will conduct one pre-construction conference with the CLIENT and the selected Contractor.
- J-U-B will provide submittal reviews and respond to requests for information.

- J-U-B will provide part-time construction observation (estimated at 2 hours per day for 2 weeks) and management services. The construction phase is expected to occur over a continuous two-week period, including final clean-up and close-out.

## **TASK 200: OPEN TRENCH REPLACEMENT PROJECTS**

### **SUBTASK 001: OPEN TRENCH DESIGN**

- CLIENT has identified the following four project locations for open trench sewer replacement in FY2017.
  1. W. Garden Ave & N Military Dr: FG2-09D to FG2-09C (192± LF)
  2. Alley from Short Ave. to Walnut Ave. between A St. & B St.: L1-09 to L1-10D (1,242± LF)
  3. E. Hastings Ave. from 16th St. to 19<sup>th</sup> St.: M3-12 to M3-13C (831± LF)
  4. E. Pine Ave. & Tubbs Hill Rd: M1-08B to M1-08A to Cleanout (450± LF)
- **Project Locations 1 and 2:** J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- **Project Locations 3 and 4:** J-U-B will provide engineering services to relocate the sewer to within adjacent public right-of-way and abandon the existing sanitary sewer in place. Minor adjustments to grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- J-U-B will complete topographic survey for design and construction purposes. Survey will include the following: collection of surface improvements within the alleys and streets in the CLIENT rights-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area. Property boundaries will be approximated using the City's GIS database and the County Assessor's Map; a boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve. J-U-B will prepare base drawings for subsequent use in design and construction.
- **60% Design:** J-U-B will prepare 60% design drawings as follows:
  - J-U-B will conduct a kick-off meeting with the CLIENT to determine project goals, objectives and milestones.
  - J-U-B will procure the services of and coordinate with a Geotechnical subconsultant to evaluate subsurface conditions within Project Location 4 (Pine & Tubbs Hill Rd.) to ascertain the presence of bedrock and groundwater within the pipe depth zone and to determine general soil properties for use in design and incorporation into the bid documents. The geotechnical evaluation will include the following:
    - Conduct a site visit to mark exploration locations.
    - Subcontract a truck-mounted drill rig and operator to accomplish up to three borings to a depth of between 10-15 feet or until refusal. Obtain soil samples for laboratory testing, backfill exploration locations with soil and bentonite, and place cold mix asphalt patch at the ground surface.
    - Depending on preliminary findings from these borings, additional borings may be recommended by J-U-B to determine the extent of bedrock, if encountered, throughout the proposed sewer alignment. Additional borings and investigation will not be completed without authorization from the CLIENT under Task 500 Management Reserve.
    - Obtain a City of Coeur d'Alene encroachment permit, submit a traffic control plan to the City, and procure the services of certified personnel during the course of the exploratory work.
    - Perform laboratory testing to estimate soil characteristics and engineering parameters for use in design and incorporation into the bid documents.
    - Summarize field and laboratory findings in a letter providing geotechnical opinions regarding soil, groundwater, and bedrock conditions. The summary letter will include exploration logs, laboratory test results and a site plan.
  - J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
  - J-U-B will identify impacts to other CLIENT-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per City standard drawings. The project area may include asbestos cement (AC) water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications. Modifications of other utilities will be provided as additional services.

- J-U-B will identify sewer service connections at the sewer main based on closed circuit television (CCTV) performed by others. The service laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project unless specifically requested by the CLIENT as additional services.
- J-U-B will develop 60% design drawings including plan and profile of the proposed sewer alignment, private sewer service realignment including plan views and annotated site photos (for Project Location 3 only), relevant detail drawings, and reference to applicable City engineering standard details.
- J-U-B will prepare a preliminary opinion of probable cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 15% construction contingency.
- J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 60% Design.
- J-U-B will review 60% design drawings with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.
- J-U-B will attend an open-house stakeholder meeting with CLIENT at CLIENT's office to present the project need, design, and schedule to interested property owners and other stakeholders affected by the project.
- **Bid Documents:** J-U-B will prepare bid documents as follows:
  - J-U-B will review CLIENT comments to the 60% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
  - J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - J-U-B will conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
  - J-U-B will provide 20 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for distribution to City departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

#### **SUBTASK 101: OPEN TRENCH CONSTRUCTION MANAGEMENT SERVICES**

- J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
- J-U-B will conduct one pre-bid meeting at CLIENT's office.
- J-U-B will respond to bidders' questions during the bid phase, and prepare and issue addenda as necessary to modify the drawings or specifications.
- J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
- J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
- J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
- J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide electronic copy record drawings for CLIENT records.

#### **TASK 300: INFLOW AND INFILTRATION REDUCTION**

The purpose of this task is to assist the CLIENT with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, 2005 Inflow Source Identification Technical

Memoranda. Work efforts may include elements of the following general tasks: reviewing and / or prioritization of inflow sources identified in previous years, development of an overall process to continue identifying and removing inflow sources, smoke and dye testing, etc.

Flow monitoring was previously conducted from February 10 to March 25, 2015 to identify the magnitude of inflow from basins with suspected high inflow amounts. These include the Business, Central, Fort Grounds, and Lincoln Districts. The data is also to be used to confirm inflow assumptions utilized in the 2013 Collection System Master Plan Update and the degree of inflow removal completed to date in these basins.

A draft technical memorandum with preliminary findings was prepared in FY2016. Based on the preliminary findings, observed inflow contributions from the Business, Central, and Fort Grounds Districts were approximately similar to the amounts assumed in the 2013 Sewer Model. The Lincoln District observed significantly more inflow contribution than previously assumed, suggesting further detailed study may be warranted.

This task will be to finalize the technical memorandum findings and recommendations for next steps. Additional tasks to identify specific inflow sources may be performed, as directed by CLIENT, such as sub-basin flow monitoring, smoke testing, and dye testing.

## **TASK 400: CAPITAL IMPROVEMENT PROJECTS**

### **SUBTASK 001: CAPITAL IMPROVEMENT PROJECT C.2 DESIGN**

*Pending CLIENT authorization. Reference Attachment 2 - Scope of Services, Schedule and Basis of Fee.*

### **SUBTASK 101: CAPITAL IMPROVEMENT PROJECT C.2 CONSTRUCTION MANAGEMENT SERVICES**

*Reserved*

## **TASK 500: MANAGEMENT RESERVE**

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by Supplemental Agreement by the CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Coordinate or attend neighborhood informational meetings for the project(s).
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform property boundary surveys.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).

- Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerated in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.

And other additional services specifically requested by CLIENT.

## SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
<b>Task 000: Project Administration and Client Meetings</b>	<i>As needed</i>	\$5,000 T&M <sup>A</sup>
<b>Task 100: Trenchless Rehabilitation Projects</b>		
Subtask 001: Condition Assessment and Prioritization Methodology	-	<i>Reserved</i>
Subtask 002: Cured-in-Place Pipe Design	-	<i>Reserved</i>
Subtask 003: Manhole Rehabilitation Design	45	\$5,100 T&M <sup>A</sup>
Subtask 102: Cured-in-Place Pipe CMS	-	<i>Reserved</i>
Subtask 103: Manhole Rehabilitation CMS	- <sup>B</sup>	\$6,300 <sup>A, B</sup>
<b>Task 200: Open Trench Replacement Projects</b>		
Subtask 001: Open Trench Design	60	\$69,900 T&M <sup>A</sup>
Subtask 101: Open Trench CMS	- <sup>B</sup>	\$101,700 T&M <sup>A, B</sup>
<b>Task 300: Inflow and Infiltration Reduction</b>	<i>As requested</i>	\$25,000 T&M <sup>A</sup>
<b>Task 400: Capital Improvement Projects</b>		
Subtask 001: Capital Improvement Project C.2 Design	-	<i>Pending CLIENT authorization</i>
Subtask 101: Capital Improvement Project C.2 CMS	-	<i>Reserved</i>
<b>Task 500: Management Reserve</b>	<i>As requested</i>	\$25,000 T&M <sup>A</sup>

<sup>A</sup> Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

<sup>B</sup> Dependent on construction schedules developed by the successful bidder.



**BASIS OF FEE**

Task No.	Sub-Task No.	Task	Principal	Project Manager	Design Engineer	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
<b>000</b>		<b>PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>												
	<b>-001</b>	<b>PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>												<b>\$5,000</b>
		Task management; status updates; invoices		16							10		\$2,900	
		Monthly Meetings with CITY (as requested)		16									\$2,100	
<b>100</b>		<b>TRENCHLESS REHABILITATION PROJECTS</b>												
	<b>-001</b>	<b>CONDITION ASSESSMENT AND PRIORITIZATION METHODOLOGY</b>	<i>Reserved</i>											
	<b>-002</b>	<b>CURED-IN-PLACE PIPE (CIPP) DESIGN</b>	<i>Reserved</i>											
	<b>-003</b>	<b>MANHOLE REHABILITATION DESIGN</b>	<i>Assumes 5 manholes, project procurement &lt;\$25,000</i>										<b>\$5,100</b>	
		Kick-off meeting		2	2								\$400	
		Field assess and prioritize manholes (5-10 MHs) for rehabilitation		2	4							\$50	\$700	
		Evaluate (1) alternative coating system (if requested)		2	8								\$1,000	
		Coordinate with coating vendor for product specifics		1	6								\$700	
		Prepare exhibit for location of manholes to rehabilitate		1	5						1		\$700	
		Prepare rehabilitation schedule for quote solicitation		2	5						1		\$800	
		Cost opinion		1	2								\$300	
		Review meeting with CITY		2	2						1		\$500	
	<b>-102</b>	<b>CURED-IN-PLACE PIPE (CIPP) CONSTRUCTION MANAGEMENT SERVICES</b>	<i>Reserved</i>											
	<b>-103</b>	<b>MANHOLE REHABILITATION CONSTRUCTION MANAGEMENT SERVICES</b>	<i>Assumes 5 manholes, project procurement &lt;\$25,000</i>										<b>\$6,300</b>	
		Assist City with soliciting quotations												
		Review quote		1	2				1				\$400	
		Construction Phase												
		Pre-construction meeting		2	2				2				\$600	
		Submittal review		1	4								\$500	
		Construction Management (2 weeks of construction)	1	4	10							\$50	\$1,700	
		Construction Observation (2 hrs/day for 2 weeks)							20			\$150	\$2,100	
		Contractor close-out and final paperwork		2	4				4				\$1,000	

Task No.	Sub-Task No.	Task	Principal	Project Manager	Design Engineer	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
<b>200</b>		<b>OPEN TRENCH REPLACEMENT PROJECTS</b>												
		<b>Project Locations (2,715± LF): Reference Exhibit 1</b>												
		1. W. Garden Ave & N Military Dr: FG2-09D to FG2-09C (192± LF)												
		2. Alley from Short to Walnut between A & B: L1-09 to L1-10D (1,242± LF)												
		3. Hastings from 16th to 19th: M3-12 to M3-13C (831± LF)												
		4. Pine & Tubbs Hill Rd: M1-08B to M1-08A to Cleanout (450± LF)												
	<b>-001</b>	<b>OPEN TRENCH DESIGN</b>												<b>\$69,900</b>
		Kick-off meeting		2	2	1				1			\$700	
		<b>Topographic survey</b>		<i>Topo survey (field survey only) for project locations 1, 2, 3 completed FY16</i>										
		Survey request; call in locates (Project Location 4)		1	2								\$300	
		Survey crew (Project Location 4)				4	16					\$50	\$2,900	
		Prepare base topo; field check (Project Locations 1-4)		2	6	8		40					\$5,300	
		<b>60% Design</b>												
		Geotechnical Exploration (Project Location 4)		5	10				12			\$10,000	\$12,700	
		<b>Develop 60% Plans</b>												
		Plan and profile		12	60					88		\$100	\$14,100	
		Private service lateral re-alignment (6 services)		2	12				4	16			\$3,000	
		Opinion of probable cost	1	4	8								\$1,500	
		QC/QA review	8	4									\$2,400	
		Review with CLIENT		6	6					4			\$1,600	
		Open-house stakeholder meeting	1	4	8					4	4	\$50	\$2,200	
		<b>Bid Documents</b>												
		Final plan and profile; incorporate City comments		10	60					72		\$50	\$12,500	
		Cost opinion		2	8								\$1,000	
		Project specifications and bid schedule(s)		8	20						6		\$3,300	
		QC/QA review	8	4									\$2,400	
		CITY review workshop: plans, cost opinion, next steps		4	4					2			\$1,000	
		Final Plans and Bid Documents (20 copies)	1	6	14						8	\$100	\$3,000	
	<b>-101</b>	<b>OPEN TRENCH CONSTRUCTION CONSTRUCTION MANAGEMENT SERVICES</b>												<b>\$101,700</b>
		<b>Bid and Award</b>												
		Bid advertisement/contractor coordination		1	2						2		\$500	
		Pre-bid meeting		2	4						2		\$800	
		Bid management (questions and addenda)		2	6					8	2		\$1,600	
		Bid opening and contract award	1	2	4						4		\$1,200	
		<b>Construction Phase</b>												
		Coordinate execution of agreements; issue Notice to Proceed		2	4						4		\$900	
		Pre-construction meeting		4	8						1		\$1,300	
		Weekly construction meetings		7	28						10	\$100	\$4,300	
		Construction management (14 weeks of project activity)	2	47	94						2		\$15,200	
		Submittal review		10	20						2		\$3,300	
		Survey control for construction		1	4	4	18	6				\$100	\$4,100	
		Observation (10 hrs/day, 12 weeks)							600			\$750	\$58,400	
		Pay requests (4 total)		8	8				4		4		\$2,500	
		Final walkthrough and punchlist follow-up (4 weeks)		6	12				12				\$3,000	
		<b>Post-Construction Phase</b>												
		Record drawings		2	8				8	36			\$4,600	

Task No.	Sub-Task No.	Task	Principal	Project Manager	Design Engineer	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total	
<b>300</b>		<b>INFLOW AND IDENTIFICATION REDUCTION</b>													
	-001	INFLOW AND IDENTIFICATION REDUCTION	<i>tasks to be determined as requested by CLIENT</i>												\$25,000
<b>400</b>		<b>CAPITAL IMPROVEMENT PROJECTS</b>													
	-001	CAPITAL IMPROVEMENT PROJECT C.2 DESIGN	<i>Pending CLIENT authorization - reference Attachment 2 - Scope of Services, Schedule and Basis of Fee</i>												
	-101	CAPITAL IMPROVEMENT PROJECT C.2 CONSTRUCTION MANAGEMENT SERVICES	<i>Reserved</i>												
<b>500</b>		<b>MANAGEMENT RESERVE</b>													
	-001	MANAGEMENT RESERVE	<i>tasks to be determined as requested by CLIENT</i>												\$25,000
<b>Summary</b>															
														TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS	\$5,000
														TASK 100 - TRENCHLESS REHABILITATION PROJECTS	\$11,400
														TASK 200 - OPEN TRENCH REPLACEMENT PROJECTS	\$171,600
														TASK 300 - INFLOW AND IDENTIFICATION REDUCTION	\$25,000
														TASK 400 - CAPITAL IMPROVEMENT PROJECTS	\$0
														TASK 500 - MANAGEMENT RESERVE	\$25,000
														<b>TOTAL</b>	<b>\$238,000</b>



DRAWING: D-HW-993  
 SHEET: 001

CITY OF COEUR D'ALENE WASTEWATER UTILITY  
 2017 OPEN TRENCH PROJECT  
 PROJECT VICINITY MAP  
 EXHIBIT 1

REVISION

NO.	DESCRIPTION	BY	DATE

PRELIMINARY PLANS  
 NOT FOR CONSTRUCTION

J-U-B ENGINEERS, INC.  
 7825 Meadowlark Way  
 Coeur d'Alene, ID 83815  
 Phone: 208.762.8787  
 Fax: 208.762.9797  
 www.jub.com





## Capital Improvement Project C.2

### J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

#### Attachment 2 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

#### BACKGROUND

This scope of work is a continuation of services for the City of Coeur d'Alene Wastewater Department's Collection System Projects. The work encapsulates capital improvement project C.2 from the 2013 Collection System Master Plan Update. The existing 24-inch M-Interceptor near 19th Street and Young Avenue conveys sanitary sewer from the City's M1-14 and GAR sewer basins, Potlatch Hill, and the Fernan lift station. The interceptor pipe reduces to 12-inch diameter for approximately 1,400 lineal feet (LF) from 19th Street to mid-block between 15th and 16th Streets (between Manholes M2-09D and M1-20). The 2013 Collection System Master Plan Update identified this as Capital Improvement Project C.2, needing correction to mitigate potential surcharging conditions under peak sewer flows and storm events. A portion of the interceptor is located under large trees, landscaping and an existing home.

This Scope of Services is therefore separated into the following tasks and detailed in the following pages:

#### SCOPE OF SERVICES

J-U-B's Services under this Agreement consist of the following:

- Task 400: Capital Improvement Projects
  - Subtask 001: Capital Improvement Project C.2 Design – *Pending CLIENT authorization*
  - Subtask 101: Capital Improvement Project C.2 Construction Management Services - *Reserved*

#### TASK 400: CAPITAL IMPROVEMENT PROJECTS

##### SUBTASK 001: CAPITAL IMPROVEMENT PROJECT C.2 DESIGN

- **Project Location and Proposed Alignment:** The 2013 Collection System Master Plan Update identified a potential re-alignment of new 24-inch pipe from the intersection of Young Avenue and 19<sup>th</sup> Street, west along Young to 17<sup>th</sup> Street, south on 17<sup>th</sup> to Lost Avenue, and west on Lost to Manhole M2-01. Field visits conducted in 2016 by J-U-B and the City confirmed this is the preferred alignment and that the new 24-inch interceptor pipe will need to continue west on Lost Avenue an additional 345 LF to Manhole M1-20. Additionally, an existing 8" sewer main from Manhole M2-05 to M2-04 will need to be re-graded to flow to the north and several residential sewer services will likely need to be rerouted to connect to the new alignment. The existing 12-inch pipe will be removed from service and abandoned in place.
- J-U-B will provide engineering services to design a new alignment for the 24-inch interceptor and regrade the existing 8-inch sewer main (Manhole M2-05 to M2-04) in its approximate existing alignment. Additional minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of CLIENT.
- **Concept Design:** J-U-B will prepare concept design drawings as follows:
  - J-U-B will conduct a kick-off meeting with CLIENT to determine project goals, objectives and milestones.
  - J-U-B will complete topographic survey for design and construction purposes. Survey will include the following: collection of surface improvements within the alleys and streets in CLIENT rights-of-way for the project; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area. Property boundaries will be approximated using CLIENT's GIS database and the County Assessor's Map; a boundary survey will not be conducted unless specifically requested by the CLIENT. J-U-B will prepare base drawings for subsequent use in design and construction.

- J-U-B will attend an open-house stakeholder meeting with CLIENT at CLIENT's office to present the project need, design, and schedule to interested property owners and other stakeholders affected by the project.
- J-U-B will summarize the 2013 Collection System Master Plan Update sewer model findings in a letter and summarize the basis of the sewer model analysis. If additional model scenarios are specifically requested by CLIENT to consider the impacts of future redevelopment of the area or expanded sewer service in the contributing sewer basins, J-U-B will perform these as additional services.
- J-U-B will perform field investigation of up to five (5) private sewer service laterals which may require re-alignment and connection to the sewer main, including connections at the residence and sewer main, approximate location on private property, elevation, grade, and disturbance of surface features (e.g. landscaping, driveways, etc.). Design drawings for new sewer services will include a plan view with an aerial image, approximate property boundary locations based on the City's GIS database and the County Assessor's Map, new sewer service invert elevations, and photographs to convey the proposed sewer service alignment, utility locations, and nearby surface features for bidding purposes. Underground utilities on the private residences will be marked by a subconsultant only for the areas affected by the gravity service line routing; locating will be completed in accordance with industry-standard accuracy of 2 feet ± horizontally. Any available, found property pins within the project area will also be collected.
- CLIENT will coordinate with property owners to obtain right-of-entry and encroachment agreements to the lots and inside of the residences (necessary to determine sewer service re-connection to interior plumbing system).
- J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
- J-U-B will identify impacts to other City-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per City standard drawings. The project area may include asbestos cement (AC) water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications. Relocation or significant re-design of other utilities will be provided as additional services if specifically requested by the CLIENT.
- J-U-B will procure the services of and coordinate with a Geotechnical subconsultant to evaluate subsurface conditions within the project area along Lost Avenue to ascertain the presence of bedrock and groundwater within the pipe depth zone and to determine general soil properties for use in design and incorporation into the bid documents. The geotechnical evaluation will include the following:
  - Conduct a site visit to mark exploration locations.
  - Subcontract a truck-mounted drill rig and operator to accomplish three borings to a depth of between 10-15 feet or until refusal. Obtain soil samples for laboratory testing, backfill exploration locations with soil and bentonite, and place cold mix asphalt patch at the ground surface.
  - Depending on preliminary findings from these borings, additional borings may be recommended by J-U-B to determine the extent of bedrock, if encountered, throughout the proposed sewer alignment. Additional borings and investigation will not be completed without authorization from the CLIENT for additional services.
  - Obtain a City of Coeur d'Alene encroachment permit, submit a traffic control plan to the City, and procure the services of certified personnel during the course of the exploratory work.
  - Perform laboratory testing to estimate soil characteristics and engineering parameters for use in design and incorporation into the bid documents.
  - Summarize field and laboratory findings in a letter providing geotechnical opinions regarding soil, groundwater, and bedrock conditions. The summary letter will include exploration logs, laboratory test results and a site plan.
- J-U-B will develop concept design drawings including plan and profile of the proposed sewer alignment, private sewer service realignment (plan views and annotated site photos only), relevant detail drawings, and reference to applicable CLIENT engineering standard details.
- J-U-B will prepare a conceptual bypass pumping plan to identify one feasible option for maintaining sewer flows (based on Existing Sewer Model flows) during construction. J-U-B will contact bypass pumping contractors to ascertain the feasibility, redundancy needs, and opinion of probable cost to accomplish the work.
- J-U-B will prepare a concept opinion of probable cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
- J-U-B will review the concept design with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.

- **90% Design:** J-U-B will prepare 90% design drawings and specifications as follows:
  - J-U-B will review CLIENT comments to the Concept Design and prepare 90% design drawings and technical specifications for CLIENT approval. The design drawings will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of alternative sewer alignments, preparation of separate bid schedules or additive alternates; designing or incorporating City designs for water systems or storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
  - J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - J-U-B will conduct an internal Quality Control/ Quality Assessment review of the 90% Design.
  - J-U-B will review the 90% design with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.
- **Bid Documents:** J-U-B will prepare Bid Documents as follows:
  - J-U-B will review CLIENT comments to the 90% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
  - J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 5% construction contingency.
  - J-U-B will conduct an internal Quality Control/ Quality Assessment review of the Bid Documents.
  - J-U-B will provide 20 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for distribution to CLIENT departments, regulatory agencies, and affected utilities.

## ADDITIONAL SERVICES

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by Supplemental Agreement by the CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Coordinate or attend neighborhood informational meetings for the project (other than as identified in the preceding tasks).
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform property boundary surveys.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the project area.

- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).
- Extend the geotechnical evaluation area, conducting more borings, providing preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.

And other additional services specifically requested by CLIENT.

**SCHEDULE OF SERVICES**

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
<b>Task 400: Capital Improvement Projects</b>		
Subtask 001: Capital Improvement Project C.2 Design	90	\$92,800 T&M <sup>A</sup>
Subtask 101: Capital Improvement Project C.2 CMS		<i>Reserved</i>
<b>Task 500: Management Reserve</b>	<i>As requested</i>	TBD

<sup>A</sup> Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.  
<sup>B</sup> Dependent on construction schedules developed by the successful bidder.



**BASIS OF FEE**

Task No.	Sub-Task No.	Task	Principal	Project Manager	Design Engineer	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
<b>400</b>		<b>CAPITAL IMPROVEMENT PROJECTS</b>												
	<b>-001</b>	<b>CAPITAL IMPROVEMENT PROJECT C.2 DESIGN</b>												<b>\$92,800</b>
		<b>Concept Design</b>												
		Project kick-off meeting with Utility		2	2								\$400	
		Survey request; call in locates			6	1						\$50	\$800	
		Private property utility coordination and locates (by a subcontractor)		1	4				4			\$1,500	\$2,400	
		Field survey		2	4	6	32						\$5,900	
		Prepare base topo; field check			8	2		16				\$50	\$2,400	
		Open-house stakeholder meeting	1	4	8					4	4	\$50	\$2,200	
		Prepare letter summarizing basis of master planned flows	1	4	8								\$1,500	
		Field investigate service laterals to be re-routed (5 residences)		2	12				22	4		\$50	\$3,800	
		Identify utility conflicts		4	12					12			\$2,600	
		Geotechnical Exploration (Lost Avenue)		5	10				12			\$10,000	\$12,700	
		Concept design drawings: site, plan, sections, pipe profiles												
		24" Mainline from M2-09D to M1-20 (1,500 LF)	1	12	48					48			\$10,000	
		8" Mainline from M2-04 to M2-05 (180 LF)		2	8					12			\$1,900	
		Private service lateral re-alignment (5 services)		2	20					25			\$4,100	
		Bypass pumping plan	1	8	16					8			\$3,400	
		Cost opinion	1	4	12								\$1,800	
		QC/QA review	8	4									\$2,400	
		CLIENT review workshop: plans, cost opinion, next steps		6	8								\$1,500	
		<b>90% Design</b>										\$50	\$100	
		Plan and profile		12	48					48			\$9,700	
		Private service lateral re-alignment (5 services)		2	8					14			\$2,100	
		Resolve utility conflicts		4	12					12			\$2,600	
		Project specifications and bid schedule(s)		8	24								\$3,200	
		Cost opinion		2	6								\$800	
		QC/QA review	8	4									\$2,400	
		CITY review workshop: plans, cost opinion, next steps		4	6								\$1,100	
		<b>Bid Documents</b>												
		Update plans from final City and Utility comments		8	24					24			\$5,100	
		Update specifications; final bid schedules		6	12								\$1,900	
		Cost opinion		2	8								\$1,000	
		QC/QA review	8	4									\$2,400	
		Prepare 20 copies of Bid Documents			2						4	\$100	\$600	
	<b>-101</b>	<b>CAPITAL IMPROVEMENT PROJECT C.2 CONSTRUCTION MANAGEMENT SERVICES</b>		<i>Reserved</i>										
													<b>TOTAL</b>	<b>\$92,800</b>



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility Project: 2017 Wastewater Collection System Capital Improvement Projects

The Agreement for Professional Services dated \_\_\_\_ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request: Review Applications for Payment* for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.



## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 10, 2016  
**FROM:** James Remitz, Capital Program Manager  
**SUBJECT:** Professional Services Agreement with HDR Engineering for Updated Wastewater Rate Study

=====

**DECISION POINT:**

The City Council may wish to approve and authorize the Mayor to execute the attached agreement for professional services with HDR Engineering, Inc. for preparation of an updated wastewater utility rate study and financial plan, for a total cost not to exceed \$129,079.

**HISTORY:**

HDR Engineering conducted the wastewater utility’s latest rate study, dated January 2013. That comprehensive rate study and financial plan resulted in a phased approach for establishing monthly user fees and new customer capitalization fees that allowed the necessary funding for operation and maintenance and capital improvements for the treatment, composting, and collection facilities for a five (5) year period. Updates to the rate study and financial plan are essential in order to ensure that the Wastewater Utility will remain financially healthy, satisfy the requirements of bond holders and provide the basis for development of the capital funding plan to address operational and regulatory requirements.

HDR Engineering has assisted the City with planning and design of Phase 4 and Phase 5 facilities, and is well-qualified to perform the rate study update. Since this update is associated with and is an extension of the January 2013, Comprehensive Wastewater Rate Study, and in accordance with Idaho Statute 67–2320(4), HDR Engineering has been selected to perform this updated study. The proposed agreement includes tasks to provide the basis for monthly user charges and capitalization fees that are necessary to fund the anticipated wastewater utility expenses for the next five to ten years.

**FINANCIAL ANALYSIS:**

Sufficient funding for this project is provided in the Wastewater Operating Fund of the Fiscal Year 2016-2017 City Financial Plan.

**PERFORMANCE ANALYSIS:**

The community’s wastewater must be collected and treated according to the discharge permit that protects the water quality of the Spokane River. HDR Engineering has been instrumental in the planning and design that allows the utility to operate in compliance with U.S. Environmental Protection Agency and Idaho Department of Environmental Quality requirements. An updated rate study is essential in the planning process and will serve as the basis for the rate and connection charge ordinance that must equitably apportion the revenue needs of the utility to the billed customers. The updated study will include a cost-of-service analysis and will establish a funding plan that ensures adequate and stable revenues for operation, maintenance, replacement, and capital improvements. The consultant’s

services will include presentations to the public and to the City Council, and will include options for the City Council's selection.

**DECISION POINT/RECOMMENDATION:**

Pending legal review, Wastewater staff recommends that the City Council approve and authorize the Mayor to execute the attached agreement for services with HDR Engineering, Inc. for preparation of an updated wastewater rate study and financial plan, for a total cost not to exceed \$129,079.

Attachments:

- Proposed Agreement
- Scope of Services with Fee Proposal

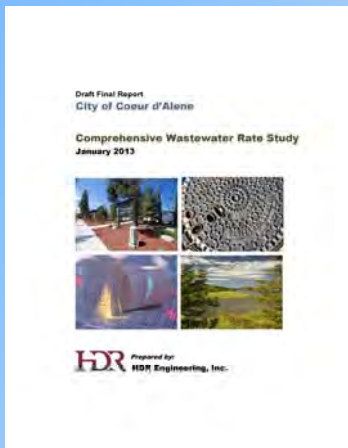


# **Wastewater Rate Study Update Professional Services Agreement**

**October 2016**



# Update to the Comprehensive 2013 Wastewater Rate Study



## Current Wastewater User Rates

**Table ES-3**  
**Summary of the Present and Proposed Wastewater Rates**

Customer Class and Rate	Present Rates	2013	2014	2015	2016	2017
<b>Residential</b>						
Fiat Monthly Charge						
Residential	\$24.43	\$26.40	\$28.50	\$30.70	\$33.10	\$35.65
Residential-Low	10.65	11.50	12.40	13.35	14.40	15.50
Residential-Vacation	7.15	7.80	8.55	9.30	10.10	10.95
Duplex-One Meter	48.86	52.80	57.00	61.40	66.20	71.30
Fernan-Residential	19.62	21.20	22.90	24.65	26.55	28.60
<b>Commercial</b>						
Monthly Customer Charge	\$7.15	\$7.80	\$8.55	\$9.30	\$10.10	\$10.95
Plus:						
Volume Charge (per kgal)						
Low-Commercial	\$2.68	\$2.93	\$3.21	\$3.48	\$3.78	\$4.10
Medium-Commercial	3.08	3.36	3.68	3.99	4.33	4.70
High Commercial	3.47	3.79	4.15	4.50	4.88	5.29
Fernan Commercial	2.32	2.53	2.77	3.01	3.27	3.55



# Current Cap Fees

Table ES-5 Calculated Wastewater CAP Fee				
Customer Type		PE Units	calculated CF	
<b>Residential</b>	Single Family Dwelling	2.32 per unit	\$3,325	
	Multiple Family Dwelling (2 units)	2.32 per unit	3,325	
<b>Commercial-Low</b>	Multiple Family Dwelling (>2 units)	2.20 per unit	\$3,153	
	Mobile Home	2.32 per unit	3,325	
	Office Space	0.10 per 100 sq. ft.	143	
	Retail Space	0.05 per 100 sq. ft.	72	
	Factories [1]	0.10 per 100 sq. ft.	143	
	Warehouse	0.04 per 100 sq. ft.	57	
	Bar or tavern	0.20 per seat	287	
	Hospital	2.50 per bed	3,583	
	Institution (other than hospital)[2]	1.25 per bed	1,791	
	School (without meal preparation)	0.05 per student/staff	115	
	<b>Commercial-Medium</b>	Hotel or motel (without kitchen facilities in room)	1.30 per unit	\$1,863
	<b>Commercial-High[3]</b>	Hotel or motel (with kitchen facilities in room)	1.60 per unit	\$2,794
Bowling Alley		1.00 per lane	1,746	
Theaters (indoor and outdoor)		0.03 per seat	52	
School (with meal preparation)		0.13 per student/staff	227	
Restaurants		0.20 per seat	349	
Bakeries		0.20 per seat	349	
Laundry, commercial		1.90 per washing machine	3,318	
Funeral homes		0.05 per sq. ft.	87	
Grocery markets with garbage disposals		0.04 per sq. ft.	70	

[1] The "Factories" category will be used as the primary PE calculation for customers not listed in the above commercial low schedule.  
 [2] Institutional, other than hospital, applies to child care/group home with more than 8 occupants and 2 caregivers.  
 [3] Commercial high strength customer fees include a high strength surcharge of \$313.06 per PE.  
 [4] Microbrewery PE's are calculated on an individual basis.  
 [5] RV park PE's will be calculated on an individual basis based on the gallons per day per space based on current city records and industry standards for strength.



**AGREEMENT**  
**FOR**  
**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**For a**

**COMPREHENSIVE WASTEWATER RATE STUDY UPDATE**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of October, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

**W I T N E S S E T H:**

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City has undertaken an analysis of the implications of these regulatory actions in preparation of a "Wastewater Facility Plan Amendment";

WHEREAS, the City desires services to evaluate the impact of rates and fees of the wastewater department resulting from planned improvements at the wastewater treatment facility;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

**Section 1.** Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, Idaho 83706.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.

D. The term "Cost Plus Fixed Fee" shall mean compensation based on Direct Labor times Overhead Multiplier plus reimbursable expenses plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Consultant's services.

E. The term "Reimbursable Expenses" shall mean the actual direct expenses incurred specifically for the Project, other than the Consultant's cost of labor, administrative overhead, and fixed fee, that are identified in Exhibit "A" and are included in the total estimated cost for the scope of work. Reimbursable Expenses will include a 0% markup over Consultant's cost. Such expenses include the cost of transportation and subsistence incidental thereto, toll telephone calls, express mail, facsimiles, reproductions, copies, and operating time for computers and highly specialized equipment. Reimbursable expenses shall also include subconsultant costs which will be allowed a 5% markup over Consultant's cost. The maximum estimated Reimbursable Expenses are listed under the columns "Direct Costs" in Exhibit "A." The total estimated expenses shall not be exceeded without prior written approval of the City. The Consultant shall advise the City when 75% of the listed expenses are exceeded.

**Section 2.** Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

**Section 3.** Scope of Services. The Consultant shall perform the services described in Exhibit "A," entitled Scope of Services, subject to and consistent with the terms of Exhibit "A," attached hereto and incorporated herein by reference.

**Section 4.** Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.



C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

**Section 5.** Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall proceed in accordance with the project schedule as shown in Exhibit "A."

**Section 6.** Compensation.

A. For Engineering Services as described in Exhibit "A," payment shall be on the basis of Cost Plus Fixed Fee. The Fixed Fee shall be as provided in Exhibit "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.75. Labor rates may be subject to change on an annual basis escalated to an amount equal to the annual rate of inflation only if the Scope of the Work listed in Exhibit "A" is accomplished within the budget and fee established in said exhibit. Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Exhibit "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

**Section 7.** Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to

the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

**Section 8.** Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

**Section 9.** Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

**Section 10.** Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

**Section 11.** Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in

recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

**Section 12.** Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**Section 13.** Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval of the City.

**Section 14.** Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

**Section 15. Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

**Section 16. Publication, Reproduction and Use of Materials.** No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants.

**Section 17. Audits and Inspection.** Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

**Section 18. Jurisdiction; Choice of Law.** Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

**Section 19. Non-Waiver.** The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

**Section 20. Permits, Laws and Taxes.** The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

**Section 21. Relationship of the Parties.** The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and

monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

**Section 22.** Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

**Section 23.** City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

**Section 24.** Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

**Section 25.** Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been

negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$1,500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Kate Eldridge, Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Name / Title

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 18<sup>th</sup> day of October, 2016, before me, a Notary Public, personally appeared **Steve Widmeyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of October, 2016, before me, a Notary Public, personally appeared **Kate Eldridge**, known to me to be the Vice President, of **HDR Engineering, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires:

**EXHIBIT A**

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT  
PROFESSIONAL SERVICES  
FOR A COMPREHENSIVE WASTEWATER RATE AND FEE STUDY UPDATE**

**SCOPE OF SERVICES AND SCHEDULE**

**INTRODUCTION**

The purpose of this work plan is to perform an update to the 2013 Comprehensive Wastewater Rate Study. This approach uses “generally accepted” financial planning and rate-setting methodologies and techniques specifically tailored to reflect the City’s unique characteristics and circumstances. By tailoring these services, HDR will provide the specific information needed by the City to make sound and rational decisions concerning wastewater rates and fees for service.

The City has accomplished many of the recommendations made for capital improvements in the past facilities planning efforts, or has those recommended projects moving to the implementation phase. The “2012 Update to the 2009 Wastewater Facility Plan Amendment” provided the basis for the current tertiary treatment improvement projects, supported the judicial confirmation process, satisfied Idaho DEQ requirements for review and approval, supported the state revolving fund (SRF) load applications, and provided the input to the 2013 Comprehensive Wastewater Rate Study to define revenue needs for a 10 year forecast.

The focus of the 2009 Wastewater Facility Plan Amendment was on the evaluation of treatment alternatives for compliance with the Spokane River dissolved oxygen total maximum daily load (TMDL). Of particular importance was the evaluation of treatment technologies capable of achieving an effluent phosphorus concentration of less than 0.050 mg/L. The 2012 Update incorporated the results of the City’s treatment technology development studies, anticipated the finalization of the City’s NDPES permit which was eventually issued in 2014, and finalized the alternatives analysis for the nitrifying tertiary membrane process.

The targeted window for projecting future revenue needs will be 2017 to 2026. Beyond the current Phase 2 Tertiary Treatment improvements are capital improvements and projects to support on-going treatment plant and collection system operations, asset management, renewal and replacement projects, future collection system capacity needs, and the persistent need to address evolving regulatory requirements (toxics, ammonia, metals, etc.). These improvements will be the basis for the development of the capital funding plan and provide the cost-basis (nexus) for the updated Capitalization Fees.



**SCOPE OF SERVICES**

***Task 100 – Project Management***

**Objective:**

Plan and execute the updated comprehensive wastewater rate study in accordance with the schedule, budget, and quality expectations established.

**HDR Approach:**

- Conduct up to twelve 1-hour conference calls with City’s project manager to review project status and action items.
- Attend quarterly meetings with the City in Coeur d’Alene to review status of the planning effort. To extent practical, these will be coordinated with other meetings and workshops.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Provide quality control review of all work activities and project deliverables.
- Prepare and submit monthly narrative report and invoice for the duration of the project (see schedule, below).

**Assumptions:**

- City will participate in conference calls and meetings.
- City will review narrative reports and approve invoice.
- City will review and approve modifications to approach, schedule, and deliverables as appropriate.

**Task Deliverables:**

- Monthly narrative report and invoice.

***Task 2—Initial Project Meeting***

**Objective:**

Bring HDR and City management and staff together, at the start of the project, for both parties to have a mutual understanding of the goals, objectives, issues and concerns related to the study.

**HDR Approach:**

- Facilitate a half-day meeting with City and HDR staff.
- Form the foundation for the rate study process by discussing the study’s overall goals and objectives.
- Discuss issues and concerns regarding wastewater rates from the City of Coeur d’Alene and HDR.

**Assumptions:**

- The initial project meeting is a half day meeting with up to four HDR staff.
- The scope of services and fee for services may be revised depending on the City’s final set of objectives for this study.

**Task Deliverables:**

- One-half day project meeting at the City’s offices.
- A memorandum confirming the objectives, issues and concerns by both the City and rate study team via email to City project manager.

***Task 3—Data Collection***

**Objective:**

Provide a written request detailing the data required to complete the study and review and assess the City’s existing wastewater funds, budget data, and facility needs and information.

**HDR Approach:**

- Provide a written data request to the City prior to the initial project kick-off meeting for discussion at the meeting and for quick resolution of problem data areas.
- Assist the City Wastewater Department with communication of asset accounting data needed for completion of the rate study.

**Assumptions:**

- The City will provide a timely response for the data requested.
- The assets added since 2012 will be provided by the City.

**Task Deliverables:**

- An initial written data request to the City and identification of any data constraints via email to City project manager.

***Task 4—Revenue Requirement Analysis***

**Objective:**

Starting with the rate model developed in the 2012 rate study, along with generally-accepted rate-setting methodologies, develop a 10-year updated financial plan for the City’s wastewater utility which will provide adequate funds for the wastewater operating and capital needs. Review various financial guidelines and parameters to fund the wastewater utility in a prudent financial manner over the time period reviewed.

**HDR Approach:**

- Develop a financial plan, or revenue requirement analysis, which is a major analytical step in prudent utility financial planning.

- Review the various sources of funds (revenues) and compare them to the applications of funds (expenses).
- Consider the prudent and proper funding for O&M and capital expenditures and determine the need for rate adjustments over a 10-year time period, with the focus on the next three to five years for rate setting purposes.
- Provide a more detailed discussion of the various steps involved in developing the City's financial plans/models and revenue requirement as provided below:
  - Select a projected time period and method of accumulating costs.
  - Develop a method to accumulate revenues and expenses, and review reserves and financial policies.
  - Develop the Capital Improvement Funding Plan.

***Selection of a Projected Time Period and Method of Accumulating Costs***

*For this study, a 10-year projected time period (e.g., 2017 – 2026) is proposed. By reviewing costs over an extended timeframe, the City can determine the future impacts of growth and changes in O&M and capital projects and potentially take steps today to help minimize future impacts. The method of accumulating costs for the cost of service will be the “cash basis” approach. This method sums O&M expenses, taxes, transfer payments, debt service and capital improvements funded from rates. The utility will be analyzed on a “stand alone” basis to be self-supporting.*

***Accumulation of Revenues and Expenses, Review of Reserves and Financial Policies***

*Revenue requirements are composed of two major types of costs: operational and capital expenses. The operational costs are generally projected from historical or budgeted costs, using escalation factors, and adjusted for any known changes in operations (e.g., additional personnel, growth, gasoline/supply prices, etc.). Revenues are increased according to projected growth rates, and can be adjusted annually. In developing the revenue projections, HDR will review customer data by class, customer usage, planned growth rates and existing rate schedules. This provides a solid foundation upon which any rate alternatives can be evaluated. As part of this analysis, a sensitivity analysis component is developed that can easily test various growth, inflation and other cost impacts in any future year. The impacts of these changes can be easily and quickly illustrated to provide feedback in the decision making process.*

*Part of the analysis included within the revenue requirements is to review fund balances and reserves and other financial indicators such as debt service coverage and asset replacement funding levels. HDR will recommend adjustments for the City's consideration.*

***Development of the Capital Improvement Plan***

*The starting point for projecting capital costs (expenditures) will be the City's Wastewater Facility Plan Amendment, capital budgeting documents, and other related infrastructure project cost estimates. In the financial planning process,*

*consideration must be given to maximizing capital improvement expenditures for the system, while minimizing rate impacts to customers. The capital improvement financing plan will be developed on a year-by-year basis for each of the projected ten years. Emphasis will be placed on determining adequate funding for renewal and replacement capital projects, as well as any expansion, or growth, projects. Historically, the City's rates have not adequately funded for renewal and replacement projects. To better reflect financial sustainability, HDR will review the issue of existing assets and the depreciation associated with those assets. This is not to be considered a full depreciation study, however it will review the assets and assumed useful lives of up to 6 categories (i.e., pumping, treatment, collection lines, etc.) to determine a reasonable estimate of annual replacement funding. HDR recommends that, at a minimum, renewal and replacement projects should be funded at a level of annual depreciation. This provides funding for replacement of facilities through rates from which existing customers benefit. The establishment and adoption of written policy statements concerning adequate replacement funding is one tool that may be used to consider the long-term financial sustainability of the utility.*

*A major component of any capital improvement plan is the "growth-related" component and funding. The study should clearly track those "growth-related" capital costs that are funded from existing ratepayers. This will be accomplished by segregating the capital plan between replacement capital and growth capital. This will allow for a clear tracking within the revenue requirement and resulting rates of the proportion of existing rates funding growth-related capital projects.*

*HDR will review the impact of this funding approach with City staff and provide adjustments. Given a better understanding of the overall magnitude of the needed capital projects, the financing plan will meet the City's goals and objectives, while attempting to minimize wastewater rates over time.*

**Assumptions:**

- The Idaho Department of Environmental Quality (DEQ) requires a review and update of the user charge system at least biennially during the life of the SRF Loan Agreement to assure that all costs including debt retirement, capital replacement, operation and maintenance are offset by sufficient revenues as a condition of the Loan Agreement for the wastewater treatment plant expansion.
- This scope of services consists of one update to the user charge system for SRF requirements.
- Up to three scenarios for modeling various growth, inflation and other cost impacts in any future year are included in this scope of services.
- Up to two days of workshops to develop the initial capital plan and review financial policies

**Task Deliverables:**

- A projected revenue requirement analysis for a 10-year period that considers the necessary operating and capital needs of the wastewater utility.

- Recommendations regarding key financial indicators (e.g., debt service coverage, capital replacement, reserve levels).
- Up to two workshops with City staff to develop and revise the capital improvement plan and review financial policies.
- Develop a financing plan to reflect the funding of the capital improvement plan within the revenue requirement analysis.
- Specifically review up to three (3) alternatives available for capital improvements and the resulting impacts to rates.
- Sensitivity analysis within the model to adjust growth and other factors impacting future costs and revenue.
- A transition plan to “phase in” any needed rate adjustments.

### ***Task 5—Cost of Service Analysis***

#### **Objective:**

To equitably allocate the costs of the utility to the cost components and customer classes in the manner in which those costs are incurred, resulting in average unit costs for each customer class. The basis for the City’s capitalization (Cap) fee is based largely on the cost of service analysis where capital and operating costs are allocated. The approach to the cost of service analysis uses a collaboration between the rate analyst and the wastewater engineer in order to develop a sound and defensible basis for the cost allocations.

#### **HDR Approach:**

- Develop a wastewater cost of service analysis to equitably allocate the revenue requirements to the various customer classes served by the City.
- Develop both the allocation and distribution of costs to reflect the City’s system and customer characteristics.
- At the conclusion of the cost of service analysis, provide a measure of the equitable allocation of costs to the various customer groups, along with the average unit cost of service (e.g., \$/customer/month, \$/1,000 gallons, etc.).
- Provide a review of the City’s system data and customer classes of service.
- Distribute the revenue requirement to the various classes of service.
- Prepare a summary of the cost of service (comparing present revenues to allocated revenue requirements), along with average unit costs (cost-based rates) for the various customer classes of service.

#### **Task Deliverables:**

- A cost of service analysis that equitably allocates the costs of the wastewater utility to the various customer classes of service in an Excel format.

## **Task 6—Rate Design Analysis**

### **Objective:**

Develop wastewater rates using cost information developed as a part of the previous tasks.

### **HDR Approach:**

- Develop an understanding of the City's rate design goals and objectives.
- Provide City with examples of industry practices for rate making in Idaho and throughout the country.
- Review rate study goals with the City Council.
- Evaluate the City's existing rates by starting with the revenue requirement and cost of service information.
- Review with the City any current administrative issues associated with the existing rates and determine if other approaches are available.
- Explore rate design alternatives that meet the goals and objectives with City staff.
- Verify that the alternatives chosen for development will also be compatible with the City's billing system.
- Develop up to three (3) rate structure alternatives based on the cost of service information and City's specific usage information for the City Council's consideration.
- Develop rate designs that fund the revenue requirements for the rate setting period (e.g., next three to five years).
- Compare the City's present and proposed rate structures with those of surrounding utilities.
- Provide a bill comparison and graph for each rate design that shows a comparison between the present bill and the proposed bill at various levels of usage.

### **Assumptions:**

- Potential goals include: sound rates based on generally accepted practices, revenue stability, equity, fairness, and ease in understanding and administration.
- Understanding the City's rate objectives will assist HDR in development of final rates.
- City policies provide the framework within which rates will be structured.
- Comparisons rate structures with surrounding utilities, while comparing apples and oranges due to operating, political, and geographic differences, can aid in better understanding current trends and ideas.
- Bill comparisons are useful in assessing the potential impacts to a wide variety of customers.

### **Task Deliverables:**

- Review of the City's current wastewater rates.
- Development of up to three (3) rate design alternatives for the City Council's consideration.

- Bill comparisons and graphs for proposed rate alternatives.
- Comparison of the City's present and proposed rates to neighboring jurisdictions, if desired.
- A projection of final rate structures to generate adequate revenue for operations, infrastructure and reserves.
- Presentation at City Council by up to three HDR staff members.

### ***Task 7—Review and Update of the Wastewater Capitalization Fee***

#### **Objective:**

Develop a cost based and equitable capitalization (Cap) fee for the City's wastewater utility. Cap fees are concerned with the cost of developing new capacity to serve growth or expansion on the City's wastewater system. The analysis and resulting report will detail the development of the analysis will provide the cost-basis for the updated Cap Fee. This will allow the City Council to make policy decisions that balance the cost-basis of the proposed Cap Fee with the need for capital fees that are sufficiently priced for "affordable" growth.

#### **HDR Approach:**

- Review and update the City's wastewater Cap fee to incorporate the City's current capital plans and anticipated system growth. Provide a cost-based Cap fee based on the City's specific customer and system costs.
- Consider both the existing capacity of infrastructure that is in place, along with the capital plan as it relates to growth, in the development of cost-based Cap fee.
- Review the methodology used to establish the City's existing Cap fee and provide recommendations regarding modifications.
- Discuss with City staff the current methodology and implementation for the updated calculation to meet City specific goals and objectives.
- Review with the City current administrative issues associated with the fees and determine if other approaches are available
- Provide an electronic draft report for City staff review and comment.
- Incorporate City staff comments into a draft final report for City staff review.
- Provide a Final Cap Fee Analysis Report to the City.

#### **Assumptions:**

- City will review and comment on the draft capital charge analysis and report.
- Cap fees are related to the issue of financing growth and who should pay or share in the cost of that growth. As a general philosophy, most utilities prefer to have "growth pay for growth." This statement implies a cost-based Cap fee.
- Cost-based Cap fees collect an appropriate charge that considers both the cost of the available capacity, along with any new capacity that must be constructed. All costs are placed in current day dollars (inflated or deflated as appropriate). In the end, Cap fees should be developed on the basis of the value of capacity, with the

charges for a customer increasing in price in direct relationship to their expected capacity use of the system.

- Review and update of the City’s existing Cap fees will provide a cost-based Cap fee that is in conformance with methodologies generally accepted in the industry.

**Task Deliverables:**

- Cost-based and equitable Cap fees for the current capital plan time period.
- Cap fee report (electronic .pdf format delivered via email) detailing the calculation of the proposed Cap fee.

**Task 8—Public Presentations and Meetings**

**Objective:**

Provide effective public presentations of the findings, results and recommendations of the study.

**HDR Approach:**

- Provide up to two (2) meetings with the City Council and one (1) open house/committee meeting with up to three (3) HDR staff members to discuss the findings and conclusions of the study with the public.
- Follow the first City Council meeting with a summary of the meeting and direction for the study.
- Design the summary for the City to use in local media, newsletters, utility billings, web postings to inform customers of the rate study, and to encourage input.
- Present the findings, results and recommendations of the study at the second and final Council meeting.
- One (1) teleconference to review draft results of the revenue requirements and cost of service, and one (1) teleconference to review rate alternatives and select those to present to the City Council.

**Assumptions:**

- Two (2) public presentations (meetings) with the City Council are anticipated, one (1) initial meeting to get Council input near the start of the project.
- The open house/committee meeting and one City Council Meeting will be scheduled for the same date.
- Additional meetings can be provided on a time and materials basis.
- Project meetings with staff will be teleconferences.
- HDR’s PowerPoint presentations to City Council will be provided for City’s use with the media, website, or other public information/communication methods.

**Task Deliverables:**

- Up to two (2) public presentations with the City Council and associated PowerPoint files.



- Up to two (2) face-to-face meetings with City staff with up to three HDR staff members to review results to date.

### ***Task 9—Written Report and Documentation***

#### **Task Objective:**

Provide a report to summarize the findings, conclusions and recommendations of the study. The written report will be referenced in the rate ordinance and as such, will be written in a format that documents the steps and analyses undertaken as a part of the development of the study.

#### **HDR Approach:**

- Develop a written report, documenting assumptions, conclusions, and recommendations.
- Document the activities undertaken as a part of the project and present the plan and program for a user charge system for payment of operation and maintenance of facilities constructed under State Revolving Fund loans.
- Provide technical appendices of the technical analyses undertaken within our reports.
- Provide hard copy documentation of the financial plans developed.
- Provide an electronic draft report for review and comment by City staff.
- Incorporate City staff comments into a draft final report for review by City staff.
- Provide the City with the Final report on the Comprehensive Wastewater Rate and Fee Study.

#### **Assumptions:**

- City will provide a single set of reconciled review comments in track changes.

#### **Task Deliverables:**

- An electronic draft report in Word that documents the steps and analyses undertaken in the study.
- 10 bound hard copies of the final report.
- An electronic pdf copy of the final written report via email to City project manager.

### ***Task 10—Follow Up Services***

#### **Task Objective:**

At the completion of the analysis HDR will be available to assist City staff with questions regarding the analysis, updating the model, or answering rate related questions.

#### **HDR Approach:**

- HDR will be available to assist the City with questions related to the development of wastewater rates and fees.

**Assumptions:**

- The City will contact HDR with a request for assistance.
- HDR will provide the City with a time and fee estimate.
- No travel will be necessary for the follow up services.

**Task Deliverables:**

- As requested/necessary.

**PROJECT TIME SCHEDULE**

The City has estimated that the proposed rates and fees will be adopted by the City Council and go into effect in April of 2018. HDR estimates that the technical analysis in this scope of work can be completed in approximately 36 weeks. However, the overall project time period will be for approximately 1 year. Issues which could extend the schedule include the amount of time required by the City to collect the necessary data, the ability to schedule meetings with City staff in a timely manner and, most importantly, receive policy direction and rate implementation timing from the City management, and Council. If the reviews by City staff or Council are delayed, the project time schedule will be adjusted by the corresponding number of days.

**COMPENSATION**

For services described in this Agreement, payment shall be made on a Cost Plus Fixed Fee basis.

The City shall pay Consultant’s direct expenses incurred in providing services, including the cost of subconsultants. Consultant shall not mark up Consultant’s expenses. Normal charges for direct operating expenses are listed below:

- |                                    |                   |
|------------------------------------|-------------------|
| • automobile travel                | IRS-approved rate |
| • Other travel expenses            | at direct cost    |
| • Telephone and video conferencing | at direct cost    |
| • Fed-Ex, UPS, postage             | at direct cost    |
| • Printing                         | at direct cost    |

The City’s total consideration, including fixed fee and expenses, shall not exceed \$129,079 without an amendment which significantly changes the services to be provided. An estimated task-by-task breakdown of project costs is shown in Exhibit B.

Consultant shall invoice City monthly for Consultant’s services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short summary project status memorandum will be provided with each invoice.

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT  
PROFESSIONAL SERVICES FOR AN  
UPDATED COMPREHENSIVE WASTEWATER RATE AND CAP FEE STUDY

COMPENSATION SCHEDULE

Task No./Task Name	Labor Cost	Direct Costs	Professional Fee	Total
Task 100 Project Management	\$9,824	\$50	\$1,214	\$11,089
Task 200 Initial Project Kick-Off Meeting	\$3,813	\$1,245	\$471	\$5,529
Task 300 Data Collection	\$3,984	\$75	\$492	\$4,551
Task 400 Revenue Requirements Analysis	\$18,404	\$2,215	\$2,275	\$22,894
Task 500 Cost of Service Analysis	\$13,627	\$1,135	\$1,684	\$16,446
Task 600 Rate Design Analysis	\$5,909	\$1,135	\$730	\$7,775
Task 700 Review and Update of the Wastewater Capital Fee	\$15,464	\$0	\$1,911	\$17,375
Task 800 Public Presentations and Meetings	\$10,774	\$3,520	\$1,332	\$15,626
Task 900 Written Report and Documentation	\$6,449	\$475	\$797	\$7,721
Task 1000 Follow Up Services	\$17,865	\$0	\$2,208	\$20,074
Total	\$106,114	\$9,850	\$13,115	\$129,079

# ANNOUNCEMENTS

# Memo to Council

DATE: October 10, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the October 18th Council Meeting:

Sydney Morrison	Arts Commission	Student Rep
Hannah Daniels	Arts Commission	Alt Student Rep
Madison/Mackenzie Jansen	Ped/Bike Commission	Joint Student Reps
Maya Burgess	Parks & Rec Commission	Student Rep (formerly Alt)
Lily Foster	Parks & Rec Commission	Alt Student Rep
Cassidee Smidt	Library Board	Student Rep (reappointment)
Isabel Bartosh	Library Board	Alt Student Rep (reappointment)
Natalie Goetz	Childcare Commission	Student Rep (formerly Alt)
Caden Benzinger	CDA TV Committee	Student Rep (reappointment)
Marie Michaelson	Urban Forestry	Student Rep (reappointment)

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison  
Sam Taylor, Arts Commission Liaison  
Kathy Lewis, Childcare Commission Liaison  
Bette Ammon, Library Board Liaison  
Monte McCully, Ped/Bike Committee Liaison  
Bill Greenwood, Parks & Rec Commission Liaison  
Katie Kosanke, Urban Forestry Committee Liaison

**PUBLIC WORKS COMMITTEE**

Public Works  
STAFF REPORT

**DATE:** October 10, 2016  
**FROM:** Tim Martin, Street/ Engineering Superintendent  
**SUBJECT:** **SELTICE WAY REVITALIZATION UPDATE**

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**DECISION POINT:**

The purpose of this report is to inform and look for direction from the Public Works Committee on final design of shared use path and bike lane on the Seltice Way Revitalization Project.

**HISTORY:**

The City has been working closely with Welch-Comer Engineering for the last several months on producing a concept that all users can agree upon before final design on the Seltice Way Revitalization Project and the shared use path and bike path. On the evening of September 28, the City and Welch-Comer held an open house at the Frontier Ice Arena building. It was very well attended with many stakeholders there as well as citizens from around the area.

A 25- 30 minute presentation on the scope of the project was given, and after the presentation input was received. Much of the discussion was the configuration of an on-street bike path (five-foot width with a two-foot painted buffer) with shared use path off street (10 to 12 feet width), or an off-street, protected bike path (seven feet in width) along with a shared used path off street (same width as above).

Last week city staff met with Welch-Comer to go over the citizen input from the presentation and took a look at the designs from an internal standpoint. We reviewed the bike path options using numerous factors, including: public input; emergency access; safety; cost; maintenance; enforcement; use; staff input.

**PERFORMANCE ANALYSIS**

As staff started to look into the project, we took the approach of being consistent with our thoughts, including the above criteria.

Staff represented in this meeting included administration, police, fire, streets/engineering, planning and parks.

Right in-line with public input, safety and emergency access was critical in our thought process. Both Police and Fire shared concerns with the narrowed travel lane associated with all paths being off-street. Without a bike path for motorists to pull in to when emergency vehicles are coming through the corridor, this can cause potential delays in response time and safety issues for first responders. Redundancy of off-street pathways and maintenance costs were also talking points. While a higher speed bike lane off street can be a great opportunity, it does appear redundant to have that as well as a full shared-use path off of the street. A bike path with just a two- to three-foot grass buffer between the path and the street may also inhibit the ability for the Streets Department to adequately address snow storage from plows in the winter, and would likely cover the path anyway.

**FINANCIAL ANALYSIS**

The cost of the protected bike lane would likely add 10% cost to the overall project, and staff would look other ways to save dollars in areas of the project.

**DECISION POINT:**

City staff asked community members at the meeting to share where they would ride for both options. Overwhelmingly, the consensus was they prefer bike lanes off the street. Both options provide the opportunity for riding bicycles off of the street. We also are aware that more active cyclists, such as those training for races or Ironman, likely prefer to be on the street in a buffered bike lane for the sake of efficiency and speed. When we consider public input in terms of getting cyclists off the road (at least the majority at the meeting who prefer to not ride on a street), as well as department concerns related to emergency response time and first responder safety, along with the safety of cyclists who want to be off the road, it appears that the best option at this time is shared-use path off street with a buffered bike lane on the street. This provides a healthy community balance while addressing important public safety and first responder concerns, along with being fiscally prudent and addressing long-term maintenance planning.

Staff is looking to committee for guidance on their vision of the project, which includes the shared use path as well as the bike path. It is critical to finish the final design so we may go out to bid in the next couple of months. Staff's recommendation is the on-street bike lane, and a shared use path off the street.



# Seltice Way Revitalization City Council

October 18, 2016

## Agenda

- Project scope
- Public & Staff interaction
- Intersections
- Ped/Bike arrangement – Decision point

## Project Partners

- ignite cda
- City of Coeur d'Alene
- Post Falls Highway District
- Hayden Area Regional Sewer Board



## Public Interaction

- Public Meeting #1 (50+)
- Public Meeting #2 (100+)
- Centennial Trail Foundation
- Adjacent property owners
- Local bicycle advocates
- Bike CDA
- Local bike shops
- Post Falls Highway District
- Community Mobility Institute group
- Kootenai County Transit
- Ignite CDA
- Potential developers
- Press

# City Staff Interaction

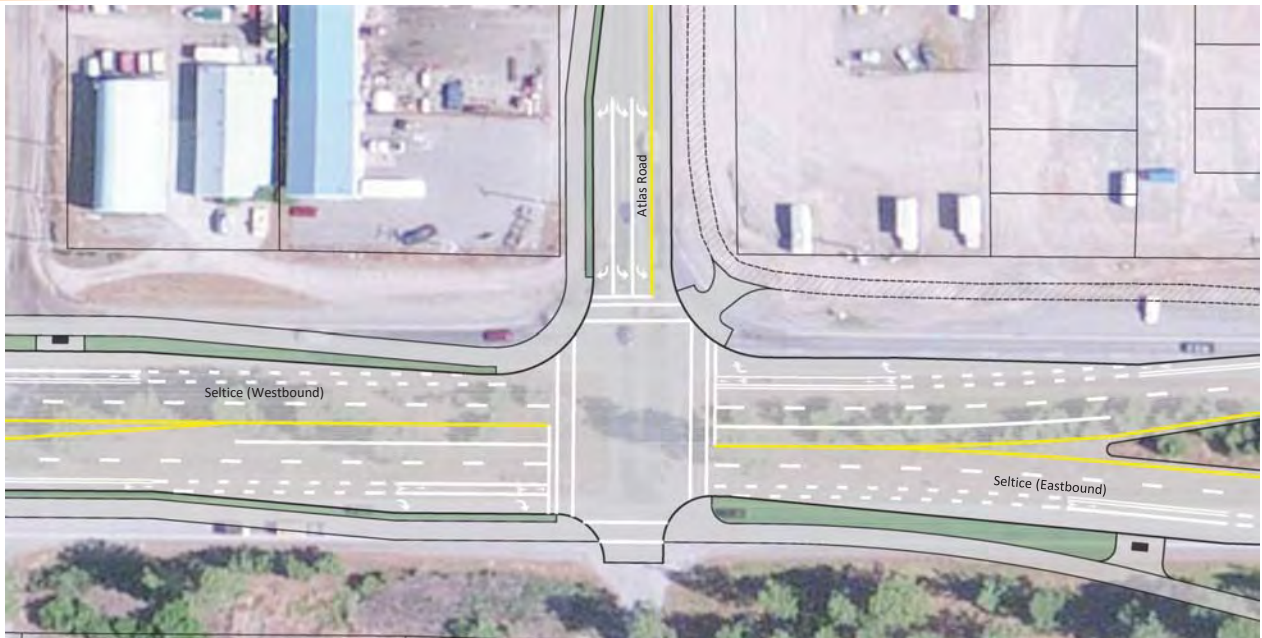
- Design Review Team (DRT)
- Several Design Team meetings
- Planning for public outreach
- Public Works Committee
- Select Dept Head meeting
  - Administration
  - Police
  - Fire
  - Streets
  - Planning
  - Parks

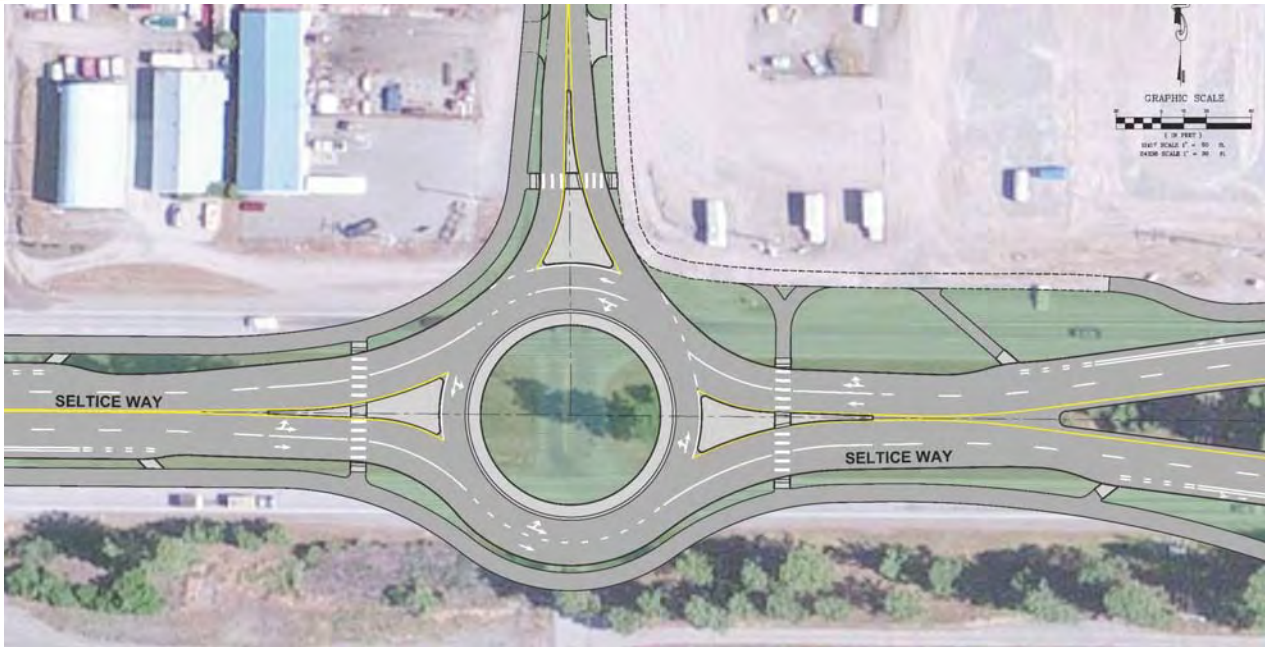






# Seltice & Atlas Intersection





Signal

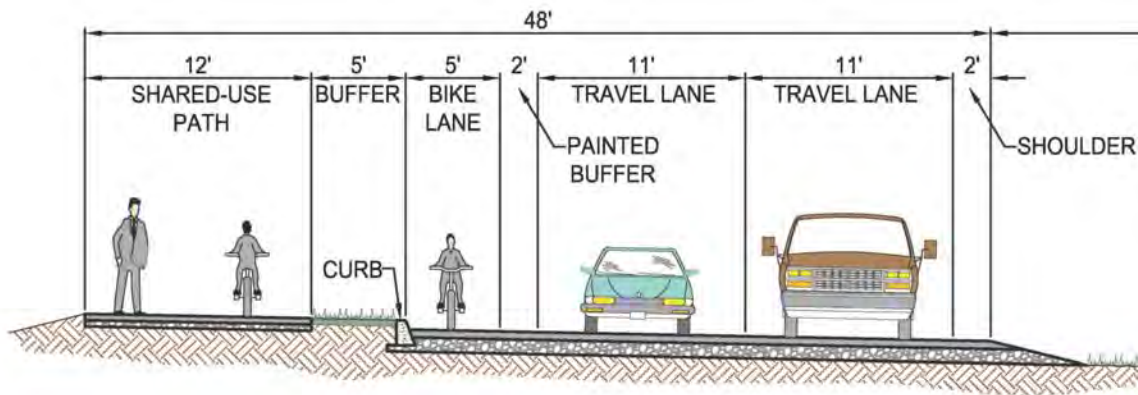
vs.

Roundabout

	Advantage	
	Traffic Signal	Roundabout
Emissions/Noise		✓
Accident Severity		✓
Landscape/Art Opportunity		✓
Cost		✓
Familiarity	✓	
Performance		✓
Dependability		✓
Pedestrians	✓	
Bicycles		✓
Public Acceptance	?	?

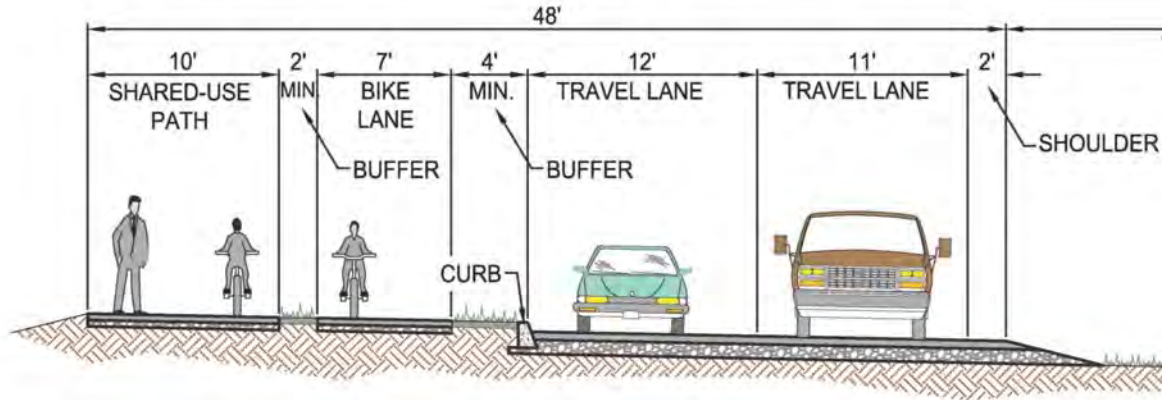


# On-Street Bike Lanes

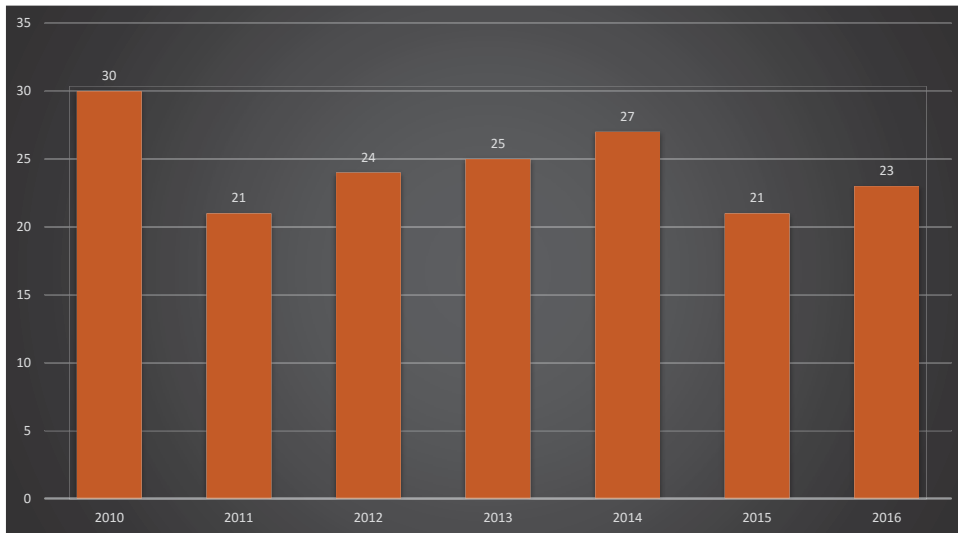




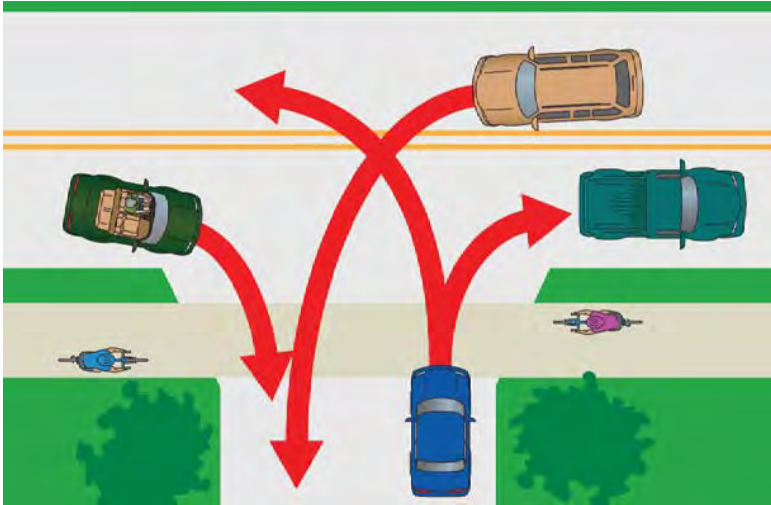
# Separated Bike Lanes



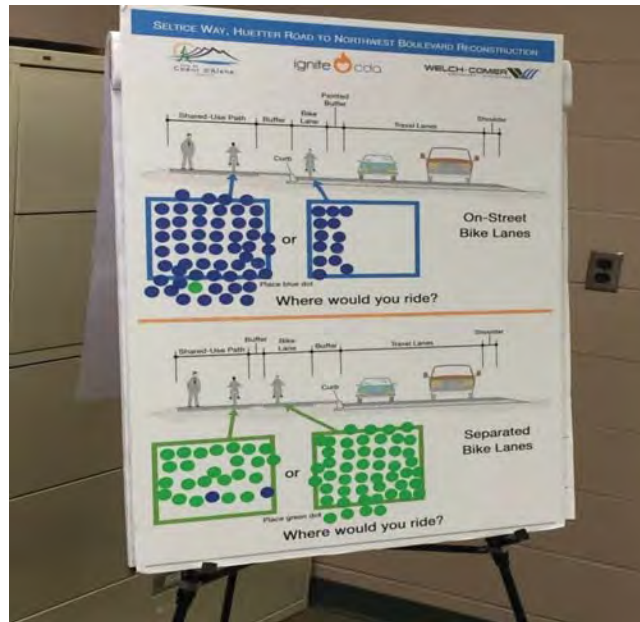
# Coeur d'Alene *Bicycle* Crashes



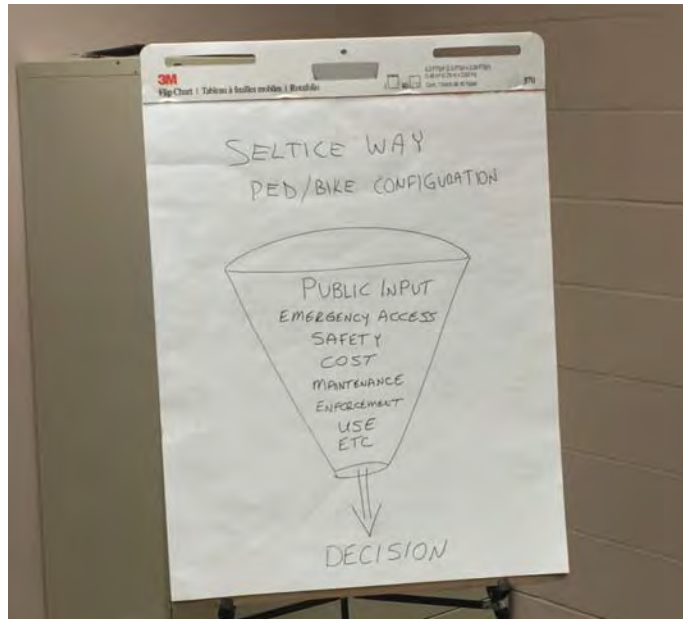
# Car vs. Bicycle Conflicts



## Public Meeting #2 Input



# Department Head Workshop



# Department Head Workshop

SELTICE WAY 10/16/16

REPRESENTING	BUFFER ON STREET	SEPARATED
POLICE	- C-TRAIL - EMERGENCY ACCESS	- WALKING WAY TRAVEL - WALKERS
FIRE	- ROOM FOR EMERGENCY VEH - ROOM FOR INVESTIGATION	- NOT ENOUGH ROOM ON STREET - RESPONSE DELAY - TRAFFIC CLOSURE DURING
STREETS	- PROVIDES SOME SPACE - SLIGHTLY MORE # TO PARKING	
PARKS		- REDUNDANT - NOT A SIGNIFICANT SAFETY - CONCERNED MORE WALK - CONCERNED MORE WALK
ADMIN		
PLANNING + ENGR.	- LOWER COST - CONSIDERATION FOR PARKING BUFFER - CONSIDERATION FOR TRAIL LIGHTS - CONCERN IF STREETS ARE CLOSED - BEST AT INTERSECTION LIGHT - IF BE USED FOR PARKING	- IF NOT, IS SAFER - REDUNDANT

SELTICE WAY, HUNTER ROAD TO NORTHWEST BOULEVARD RECONSTRUCTION  
WELCH-COMER

# Project Schedule

- Planning Phase                      September & October 2016
- Final Design                              October - December 2016
- Bid Phase                                      January & February 2017
- Construction                              Spring of 2017

- Looking for direction from City Council on the Ped/Bike Arrangement.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 10, 2016  
**FROM:** James Remitz, Capital Program Manager  
**SUBJECT:** Notice of Pre Qualification Process for Construction of Tertiary Treatment Phase 2 Improvements

=====

**DECISION POINT:**

This staff report is for informational purposes and no action from the City Council is required.

**HISTORY:**

Tertiary Treatment Phase 2 is the second phase in the City's plan to achieve the final effluent limits for carbonaceous biological oxygen demand (CBOD), total phosphorus and ammonia defined in the National Discharge Elimination System (NPDES) permit issued to the City in December 2014. The city received a ten (10) year compliance schedule in the permit in order to comply with these new effluent limits. The City completed construction of Phase 1, Tertiary Membrane Filtration and Nitrification Improvements in March 2015.

**FINANCIAL ANALYSIS:**

Sufficient funding for this project is provided in the Wastewater Operating Fund of the Fiscal Year 2016-2017 City Financial Plan.

**PERFORMANCE ANALYSIS:**

The design of Tertiary Treatment Phase 2 has been completed and plans and specifications have been submitted to Idaho Department of Environmental Quality (funding agency) for approval to construct. For a project of this magnitude and complexity (estimated construction cost = \$18.6 M; estimated construction time = 22 months) a pre qualification process is being used to evaluate and pre qualify construction contractors based on their experience in similar projects, qualifications, overall performance history, etc. Upon completion of the pre qualification evaluation process, a number of construction firms will be selected as qualified to submit construction bids for the project. We anticipate selecting the pre qualified construction firms in early November and opening construction bids in mid December. Upon evaluation of the bids submitted, wastewater staff hopes to present the bid results and recommendation for award to the City Council at the first regularly scheduled council meeting in January, 2017.

**DECISION POINT/RECOMMENDATION:**

No City Council action is needed. This staff report is for the City Council's information.



October 2016

# **Coeur d'Alene Advanced Wastewater Treatment Facility**

## **Tertiary Treatment Phase 2 Project**

October 2016





## **Purpose of Tertiary Treatment Phase 2**

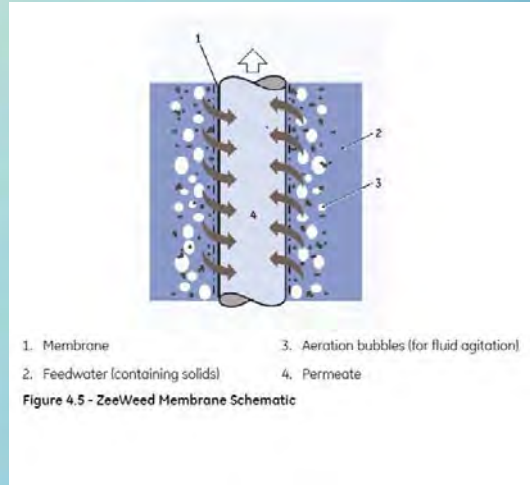
- **To provide tertiary treatment in order to comply with Discharge Permit Limits.**
- **Provide additional treatment capacity for future flows**
- **Provide process redundancy**

October 2016





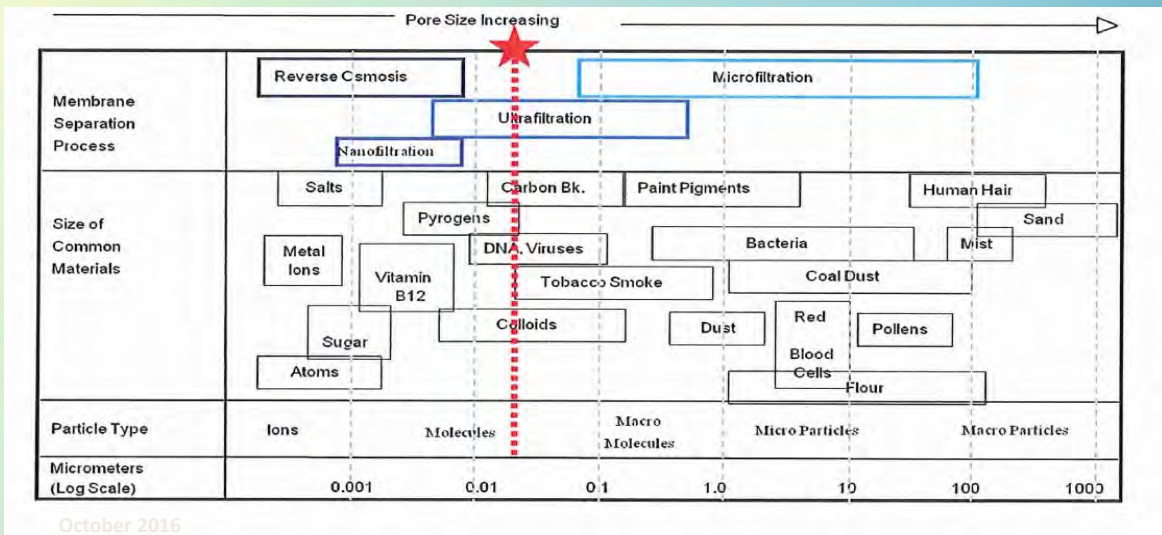
# Tertiary Membrane Filtration



October 2016

City of  
Coeur d'Alene  
IDAHO

# Membrane Pore Size Graphic



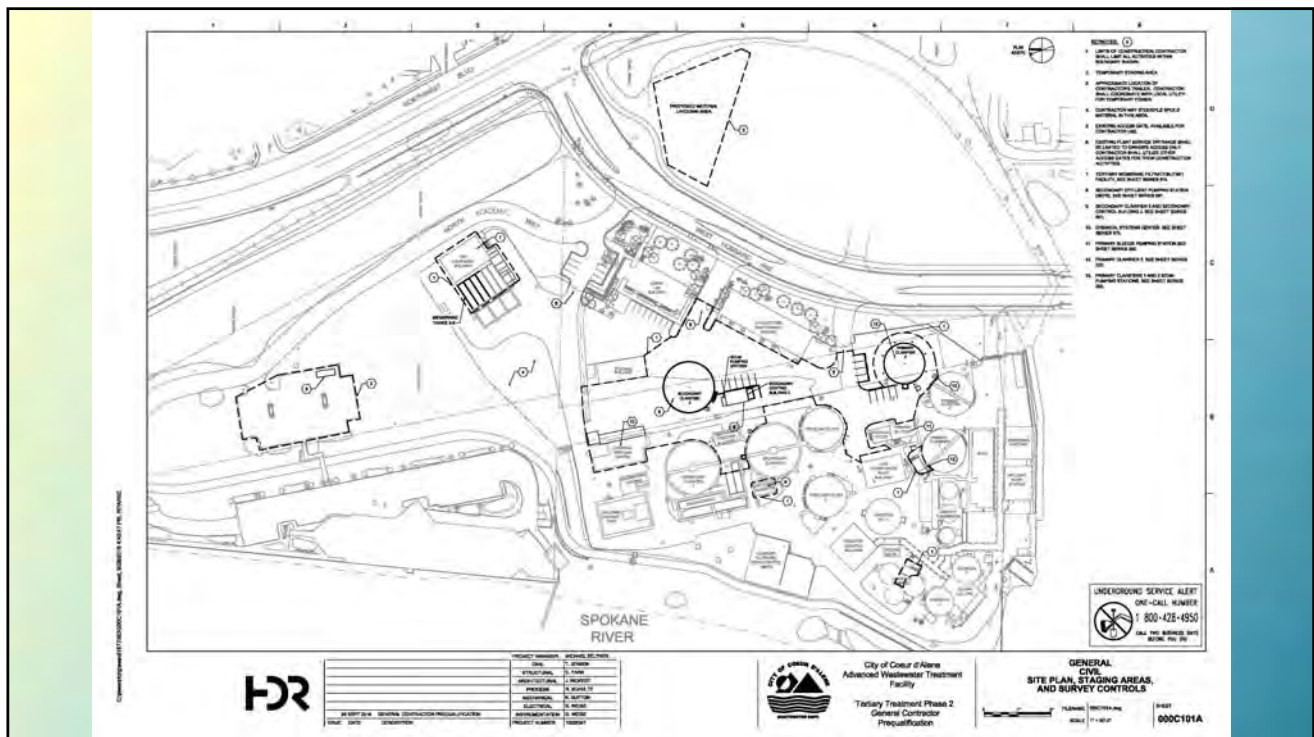
October 2016

IDAHO

# Scope of Tertiary Treatment Phase 2 Project

- Construction of tanks and installation of additional tertiary membranes at TMF
- Construction of Primary Clarifier 3
- Construction of Secondary Clarifier 3 and Secondary Control Building No. 2
- Retrofit existing Chemical System Building for additional chemical tanks and pumps

October 2016



## **Proposed Construction Timeframe**

- **Bidding and Award Phase – Nov. 2016 thru Jan. 2017**
- **Commence Construction – January 2017**
- **Substantial Construction Completion – October 2018**
- **Final Completion – December 2018**

October 2016



**City of Coeur d Alene  
Cash and Investments  
9/30/2016**

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	7,728,835
Checking Account	30,994
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,407,466
Investment Account - Cemetery Perpetual Care Fund	1,704,965
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	1,500,897
<b>Community 1st Bank</b>	
Certificate of Deposit	1,203,519
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,107
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	24,010,246
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,683,947
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b>40,778,632</b>

**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

FUND	BALANCE 8/31/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2016
<u>General-Designated</u>	\$574,797	\$503,755	\$17,836	\$1,060,716
<u>General-Undesignated</u>	13,897,048	2,369,764	4,413,000	11,853,812
<u>Special Revenue:</u>				
Library	281,247	9,522	126,520	164,249
CDBG	(350,897)	20,000	20,618	(351,515)
Cemetery	(41,923)	53,870	38,681	(26,734)
Parks Capital Improvements	341,670	10,451	20,371	331,750
Impact Fees	3,747,958	59,512	982,000	2,825,470
Annexation Fees	247,364			247,364
Insurance	57,331	21,247	972	77,606
Cemetery P/C	1,704,965	10,779	3,645	1,712,099
Jewett House	23,952	535	4,384	20,103
Reforestation	20,836	1,695		22,531
Street Trees	227,863	5,400	35,951	197,312
Community Canopy	1,413		4	1,409
CdA Arts Commission	2,273	81	85	2,269
Public Art Fund	59,758	15,114		74,872
Public Art Fund - ignite	423,082	133,131	900	555,313
Public Art Fund - Maintenance	99,918	4,988	266	104,640
<u>Debt Service:</u>				
2015 G.O. Bonds	671,266	3,065	143,150	531,181
LID Guarantee	54,695	8,007	7,817	54,885
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	24,374		24,374	-
<u>Capital Projects:</u>				
Street Projects	373,901	138,276	60,718	451,459
<u>Enterprise:</u>				
Street Lights	(10,704)	48,471	87,395	(49,628)
Water	1,642,357	906,414	1,206,751	1,342,020
Water Capitalization Fees	4,391,952	63,300		4,455,252
Wastewater	3,637,821	1,714,090	1,429,371	3,922,540
Wastewater-Reserved	1,128,961	27,500		1,156,461
WWTP Capitalization Fees	6,146,136	85,920		6,232,056
WW Property Mgmt	60,668			60,668
Sanitation	237,627	332,531	290,488	279,670
Public Parking	50,224	56,832	16,962	90,094
Drainage	488,747	92,349	76,938	504,158
Wastewater Debt Service	1,017,206	809,500	809,500	1,017,206
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	212,125	243,918	213,344	242,699
LID Advance Payments	250			250
Police Retirement	1,421,806	86,663	85,695	1,422,774
Sales Tax	3,036	1,779	3,036	1,779
BID	180,193	10,265	1,000	189,458
Homeless Trust Fund	276	385	276	385
<b>GRAND TOTAL</b>	<b>\$43,051,571</b>	<b>\$7,849,109</b>	<b>\$10,122,048</b>	<b>\$40,778,632</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$220,647	94%
	Services/Supplies	11,400	12,392	109%
Administration	Personnel Services	256,143	228,369	89%
	Services/Supplies	49,120	54,857	112%
Finance	Personnel Services	669,468	672,132	100%
	Services/Supplies	128,610	104,746	81%
Municipal Services	Personnel Services	1,100,049	1,107,765	101%
	Services/Supplies	487,725	467,149	96%
	Capital Outlay			
Human Resources	Personnel Services	213,211	204,652	96%
	Services/Supplies	51,650	27,375	53%
Legal	Personnel Services	1,123,327	1,136,143	101%
	Services/Supplies	98,853	84,302	85%
Planning	Personnel Services	521,558	471,232	90%
	Services/Supplies	37,350	30,565	82%
	Capital Outlay		7,033	
Building Maintenance	Personnel Services	350,898	309,409	88%
	Services/Supplies	146,875	121,893	83%
	Capital Outlay			
Police	Personnel Services	11,335,627	10,446,735	92%
	Services/Supplies	1,149,237	1,284,005	112%
	Capital Outlay	1,083,141	1,086,490	100%
Fire	Personnel Services	7,890,642	7,722,445	98%
	Services/Supplies	614,793	611,934	100%
	Capital Outlay	6,117,000	3,089,032	50%
General Government	Services/Supplies	49,250	56,886	116%
	Capital Outlay	118,250	99,861	84%
Byrne Grant (Federal)	Services/Supplies	92,275	66,355	72%
	Capital Outlay	64,850	64,840	100%
COPS Grant	Personnel Services	136,000	140,627	103%
CdA Drug Task Force	Services/Supplies	29,710	10,008	34%
	Capital Outlay			
Streets	Personnel Services	2,138,021	2,252,481	105%
	Services/Supplies	730,080	678,544	93%
	Capital Outlay	80,000	86,349	108%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
September 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2016	PERCENT EXPENDED
Engineering Services	Personnel Services	566,456	586,582	104%
	Services/Supplies	931,920	823,933	88%
	Capital Outlay			
Parks	Personnel Services	1,409,262	1,351,365	96%
	Services/Supplies	518,800	490,757	95%
	Capital Outlay	51,900	51,200	99%
Recreation	Personnel Services	575,554	488,281	85%
	Services/Supplies	143,430	182,464	127%
	Capital Outlay	17,700	12,694	72%
Building Inspection	Personnel Services	838,421	841,628	100%
	Services/Supplies	50,920	42,787	84%
	Capital Outlay	47,792	47,792	100%
Total General Fund		<u>42,263,213</u>	<u>37,876,736</u>	<u>90%</u>
Library	Personnel Services	1,172,301	1,140,384	97%
	Services/Supplies	196,850	196,151	100%
	Capital Outlay	140,000	135,141	97%
CDBG	Services/Supplies	529,424	509,244	96%
Cemetery	Personnel Services	173,772	177,281	102%
	Services/Supplies	100,500	90,582	90%
	Capital Outlay	36,900	36,845	100%
Impact Fees	Services/Supplies	2,036,900	1,964,605	96%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	530,700	406,071	77%
Insurance	Services/Supplies	372,000	361,467	97%
Cemetery Perpetual Care	Services/Supplies	127,500	113,780	89%
Jewett House	Services/Supplies	29,355	23,712	81%
Reforestation	Services/Supplies	2,000	5,708	285%
Street Trees	Services/Supplies	100,000	93,790	94%
Community Canopy	Services/Supplies	1,500	1,159	77%
CdA Arts Commission	Services/Supplies	7,300	144	2%
Public Art Fund	Services/Supplies	324,000	44,587	14%
		<u>5,881,002</u>	<u>5,300,651</u>	<u>90%</u>
Debt Service Fund		<u>882,660</u>	<u>163,637</u>	<u>19%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2016	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	647,900	120,583	19%
Seltice Way Sidewalks	Capital Outlay	79,000	9,449	
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	70,000	68,435	98%
Levee Certification	Capital Outlay	498,000	178,750	36%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	21,030	14%
Mullan Road Realignment	Capital Outlay	850,000		
Kathleen Avenue Widening	Capital Outlay			
Margaret Avenue	Capital Outlay	65,000	12,970	
Ironwood / US 95	Capital Outlay	750,000	521,566	70%
		<u>3,109,900</u>	<u>932,783</u>	<u>30%</u>
Street Lights	Services/Supplies	584,150	538,131	92%
Water	Personnel Services	1,965,322	1,837,021	93%
	Services/Supplies	4,319,099	1,674,927	39%
	Capital Outlay	2,026,000	1,422,516	70%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	2,414,358	96%
	Services/Supplies	7,060,119	2,550,308	36%
	Capital Outlay	4,520,000	3,140,073	69%
	Debt Service	2,178,063	1,648,895	76%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	3,406,360	91%
Public Parking	Services/Supplies	167,896	103,566	62%
	Capital Outlay			
Drainage	Personnel Services	107,327	111,353	104%
	Services/Supplies	819,980	398,876	49%
	Capital Outlay	330,000	310,108	94%
Total Enterprise Funds		<u>33,672,414</u>	<u>19,556,492</u>	<u>58%</u>
Kootenai County Solid Waste		2,300,000	2,255,193	98%
Police Retirement		170,900	169,331	99%
Business Improvement District		186,000	81,000	44%
Homeless Trust Fund		5,000	4,158	83%
Total Fiduciary Funds		<u>2,661,900</u>	<u>2,509,682</u>	<u>94%</u>
TOTALS:		<u>\$88,471,089</u>	<u>\$66,339,981</u>	<u>75%</u>